

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
Website: www.zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619) 599-8292
Facsimile: (619) 599-8291

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

RACHEL LATIN, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

ONEMAIN GENERAL SERVICES
CORPORATION., a Delaware Corporation;
and DOES 1 through 50, Inclusive;

Defendants.

Case No: CV-20-002498

**DECLARATION OF SHANI O.
ZAKAY, ESQ. IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Hearing Date: October 20, 2021

Hearing Time: 8:30 a.m.

Hon. Judge Stacy Speiller
Dept. 12

Trial Date: Not Yet Set
Action Filed: June 8, 2020

///

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, co-lead
3 counsel of record for Plaintiff Rachel Latin (“Plaintiff”) in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of the matter. The following facts are within my
5 own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein.

7 2. This declaration is being submitted in support of the motion by Plaintiff for an
8 order: approving the settlement in this Private Attorneys General Act (“PAGA”) action with
9 Defendant OneMain General Services Corporation. (“Defendant”).

10 3. A true and correct copy of the fully executed Private Attorney General Act (Labor
11 Code Section 2698 *Et Seq.*) Settlement Agreement and Limited Release (“Settlement
12 Agreement”) is attached as Exhibit #1. A proposed order approving the PAGA settlement is
13 submitted herewith.

14 4. On June 4, 2020, Plaintiff Rachel Latin on behalf of herself and on behalf of other
15 allegedly aggrieved employees submitted a notice and draft complaint to the LWDA
16 memorializing claims against Defendant for alleged violations of the California Labor Code,
17 including causes of action for failure to pay minimum wages in violation of Labor Code sections
18 1194, 1197, and 1197.1; failure to pay overtime wages in violation of Labor Code section 510;
19 failure to provide required meal periods in violation of Labor Code sections 226.7 and 512; failure
20 to provide required rest periods in violation of Labor Code sections 226.7 and 512; failure to
21 provide accurate itemized wage statements in violation of Labor Code section 226; failure to
22 provide wages when due in violation of Labor Code sections 201, 202, and 203; failure to
23 reimburse for business expenses in violation of Labor Code section 2802; and violation of the
24 California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*),
25 LWDA Case No. LWDA-CM-792308-20. On June 8, 2020 Plaintiff filed a class action
26 complaint against Defendant in the Stanislaus County Superior Court (Case No. CV-20-002498).
27 After meeting and conferring with Defendant on the existence of an enforceable arbitration
28 agreement between Plaintiff and Defendant, which included a waiver of class claims, on

1 September 14, 2020, Plaintiff filed a first amended complaint dismissing, without prejudice, the
2 class claims and allegations, and alleging instead a single cause of action for violations of PAGA.
3 On December 2, 2020 Plaintiff filed a second amended PAGA complaint, which added specific
4 allegations regarding Defendant's allegedly illegal policy of requiring employees to refrain from
5 disclosing the amount of their wages, and added specific allegations regarding Defendant's
6 alleged failure to correctly calculate the regular rate of pay for purposes of paying employees'
7 sick time. On June 22, 2021, Plaintiff submitted an amended notice to the LWDA memorializing
8 additional wage and hour claims against Defendant for Defendant's alleged illegal policy of
9 requiring employees to refrain from disclosing the amount of their wages, and Defendant's
10 alleged failure to properly calculate the regular rate of pay for purposes of calculating and paying
11 sick time. On August 26, 2021 Plaintiff submitted a third amended complaint, adding the claims
12 alleged in the June 22, 2021 amended notice to the LWDA. The third amended complaint is the
13 operative complaint.

14 5. Plaintiff and Defendant agreed to mediate the action with Steven Serratore, Esq.,
15 an experienced and reputable wage and hour and PAGA actions mediator. Prior to the mediation,
16 in order to evaluate the potential value of the claims, the Parties engaged in significant efforts to
17 obtain the facts regarding the claims asserted, including all of Defendant's relevant wage and hour
18 policies, the exchange of detailed statistical data regarding shifts worked by Plaintiff and the
19 Aggrieved Employees, the production of hundreds of pages of documents, including a large
20 sample of payroll records and time records, and the exchange of detailed briefing and analysis in
21 connection with the mediation. The Parties also engaged in significant formal discovery: After
22 engaging in the *Belaire West* notice procedure, Plaintiff obtained the contact information of all of
23 the aggrieved employees, as well as other written discovery. Defendant, in turn, took Plaintiff's
24 deposition in preparation for the mediation. Thereafter, on June 10, 2021, the Parties engaged in a
25 full-day mediation with Mediator Steven Serratore. At the conclusion of the full-day mediation,
26 the Parties reached a settlement based on a mediator proposal, which led to the signing of a
27
28

1 Memorandum of Understanding memorializing the settlement.¹ The settlement was negotiated in
2 light of all known facts and circumstances and the uncertainty associated with litigation –
3 including the risk of Plaintiff not being able to maintain representative claims, the difficulty of
4 proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential defenses, and
5 the significant delay and potential appellate issues inherent to litigation – and was reached after
6 extensive arm’s length negotiations over several months, with the assistance of Mediator Steven
7 Serratore.

8 6. The PAGA settlement is subject to Court approval consistent with Labor Code §
9 2699(1)(2) (Settlement Agreement at §II(C)(1)). The Settlement Agreement negotiated by the
10 Parties provides for a “Gross Settlement Amount” payment in the amount of \$700,000 to resolve
11 the PAGA Claim (hereinafter referred to as the “PAGA Settlement”). From this PAGA
12 Settlement of \$700,000, there is a deduction of attorneys’ fees in the amount of \$233,333 (which
13 is one-third of the PAGA Settlement), reimbursement of incurred costs in an amount not to exceed
14 \$17,500, and Settlement Administration Costs, which will not exceed \$9,000. (Settlement
15 Agreement at §III(B)(2)(a)-(c)).² After these deductions, the amount remaining is the “PAGA
16 Payment”, which is estimated to be \$440,166. Of the PAGA Payment amount, seventy-five
17 percent (75%) will be paid to the LWDA and the remaining twenty-five percent (25%) will be
18 paid to the Aggrieved Employees (Settlement Agreement at 5.04).³ This 75/25 allocation is
19 required by Labor Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

21 ¹ As part of the settlement and in addition to the Gross Settlement Amount, Defendant has agreed
22 to separately settle Plaintiff’s individual claims which is set forth in a separate Individual
23 Settlement Agreement. The Individual Settlement Agreement is confidential, but can be made
available to the Court for in-camera review upon request.

24 ² In the event the Court approves less than One-Third of the PAGA Settlement Amount in
Attorneys’ Fees or less than \$17,500 in Attorneys’ Expenses to Plaintiff’s Counsel, the unawarded
25 difference will be added to the Net Settlement Amount and not to Plaintiff’s Counsel or
26 Defendant (Settlement Agreement at III(B)(2)(a)-(b)). In the event the Court approves less than
\$9,000 to administer the settlement or if the actual cost to administer the settlement is less than
\$9,000, the difference will be added to the Net Settlement Amount. (*Id.* at III(B)(2)(c)).

27 ³ “Aggrieved Employees” means all current and former hourly or non-exempt employees that
28 worked for OneMain General Services Corporation in the State of California at any time during
the PAGA Period. (Settlement Agreement at § 1.01(iii)). The PAGA Period is June 4, 2019
through August 1, 2021 and resolves any and all claims relating to the facts and claims asserted in

1 7. The Individual PAGA Payment for each Aggrieved Employee shall be based on
2 the number of biweekly payroll periods each Aggrieved Employee worked during the Settlement
3 Period as a percentage of the total pay periods worked by all Aggrieved Employees during the
4 Settlement Period. (*Id.* at II(C)(12)). The Settlement Period is the time period from June 4, 2019
5 through August 1, 2021. (Settlement Agreement at §II(A)(19)). During mediation, Defendant
6 represented to Plaintiff's Counsel the number of pay periods and Aggrieved Employees.
7 Defendant represented that there are approximately 602 Aggrieved Employees who worked
8 approximately 22,642 pay periods during the PAGA Period as of June 1, 2021. (Settlement
9 Agreement at § II(D)(6)). The PAGA settlement releases the "Released Claims" as follows: Upon
10 entry of Judgment and funding in full of the Settlement by Defendant, the Released Parties shall
11 be entitled to a release from the State of California and Plaintiff as to the following claims: all
12 claims for civil penalties under PAGA that were actually alleged or that could have been alleged
13 in the Action by Plaintiff, on behalf of the State of California, herself and the PAGA Employees,
14 based on the facts alleged in the Complaint, including but not limited to: (a) penalties pursuant to
15 Labor Code sections 201-204, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1102.5, 1194,
16 1197, 1197.1, 1197.5, 1198, 1198.5, 2698-2699.3 and 2802 and sections 3-5, 11 and 12 of the
17 applicable Wage Order, (b) claims for the attorney's fees and costs incurred in the prosecution of
18 this Action on behalf of the PAGA Employees; (c) any other remedies, penalties, or interest based
19 on the facts alleged in the Complaint; and (d) all claims that Plaintiff and/or the PAGA Employees
20 may have against the Released Parties relating to: (i) the payment, taxation, and allocation of
21 attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the
22 payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement.
23 The release of the Released Claims shall be effective as to the Settlement Period. ("Released
24 Claims") (Settlement Agreement at §II(A)(13)). The Settlement Agreement does not release any
25 individual claims of any individuals other than Plaintiff.

26
27
28 the Action or any other claims, under PAGA, based on the facts alleged in the LWDA letters and
the operative Complaint.

1 8. Notice will be provided to the Aggrieved Employees in the following manner:
2 Defendant will provide the necessary information about the Aggrieved Employees to the
3 Settlement Administrator (ILYM Group) on or before the Effective Date as defined in the
4 Settlement Agreement. (Settlement Agreement at §III(C)(6)). Within ten (10) calendar days after
5 receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will issue
6 to each Aggrieved Employee a check for their Individual PAGA Payment at their last known
7 home address along with notice which has been mutually approved by the parties. (Settlement
8 Agreement at § III(C)(11)). Checks will remain negotiable for one hundred twenty (120) days.
9 (*Id.* at § III(C)(11)). Any checks returned as non-deliverable on or before the check cashing
10 deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
11 thereto. (*Id.*) If no forwarding address is provided, the Settlement Administrator will promptly
12 attempt to determine the correct address using a skip-trace, or other search using the name,
13 address, Social Security number, phone number, credit reporting and social media of the
14 Aggrieved Employee involved and will then perform a re-mailing. (*Id.*) If the check remains
15 uncashed by the expiration of the 120-day period, the funds from such uncashed checks will be
16 paid by *cy pres* consistent with California Code of Civil Procedure § 384 to the Children
17 Advocacy Group. Pursuant to California Code of Civil Procedure § 384.4, the attorneys who
18 signed the Settlement Agreement hereby notify the Court that they and their respective firms have
19 no relationship with or connection to the Cy Pres recipient that could create an appearance of
20 impropriety. The Individual PAGA Payments are 100% penalties and shall be reported using IRS
21 tax form 1099. (Settlement Agreement § II(A)(7)).

22 9. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of
23 the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant
24 motion for settlement approval as set forth in the accompanying Declaration of Shani O. Zakay in
25 compliance with Labor Code section 2699(1). In addition, Plaintiff shall submit to the LWDA a
26 copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days
27 after entry of judgment or order.
28

10. The additional amounts to be paid from the Settlement Sum other than the Net PAGA Payment are as follows: (1) \$233,333 shall be paid to Plaintiff's Counsel for payment of attorneys' fees, and up to \$17,500 shall be paid to Plaintiff's Counsel for litigation expenses as set forth in the client's billing statement (pursuant to Declaration(s) by Plaintiff's Counsel) in prosecuting the PAGA claims; and (2) a Settlement Administrator Fee in an amount not to exceed \$9,000. Any difference from these maximum amounts will be added to the PAGA Fund.⁴

11. As experienced counsel, I believe that the PAGA Payment is fair and reasonable and therefore should be approved. Here, the PAGA Settlement Amount of \$700,000 is significantly more and constitutes almost \$31 per pay period. The Settlement Sum compares

PAGA Penalties		
Number of Pay Periods in PAGA Date Range - Minimum Wage/Wage Statements	24,901	100%
Number of Pay Periods in PAGA Date Range - Sick Pay/Regular Rate	1,870	7.5%
Number of Pay Periods in PAGA Date Range - Meal Breaks	3,782	15.2%
Number of Pay Periods in PAGA Date Range - Rest Breaks	24,872	99.9%
Max PAGA for Minimum Wages (based on 601 employees from 4/6/19 to 6/10/21)	\$6,135,100	\$100/\$250
Max PAGA for Wage Statements (based on 601 employees from 4/6/19 to 6/10/21)	\$6,135,100	\$100/\$250
PAGA for Sick Pay (based on 487 employees from 4/6/19 to 6/10/21)	\$325,300	\$100/\$200
PAGA for Meal Breaks (based on 427 employees from 4/6/19 to 6/10/21)	\$356,850	\$50/\$100
PAGA for Rest Breaks (based on 601 employees from 4/6/19 to 6/10/21)	\$2,457,150	\$50/\$100
Max PAGA for Unlawful Confidentiality (based on 601 employees from 4/6/19 to 6/10/21)	\$60,100	\$100
TOTAL DAMAGES		
Total PAGA Penalties	\$15,469,600	

favorably to the estimated amount of PAGA penalties based on the violations alleged in Plaintiff's complaint. With the assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was potentially \$15,469,600 based on 24,901 pay periods at issue as of the mediation date. Importantly, however, these calculations were performed at the maximum statutory rates for the PAGA penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. The PAGA penalties are broken down as follows:

12. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." Before and

⁴ Plaintiff has entered into a separate confidential settlement agreement with Defendant in regards to the settlement of his individual claims which provides for payment to him in exchange for a general release of all claims.

1 during the mediation, Defendant argued, among other things, that it was unlikely that any Judge
2 would award more than the actual amounts owed on the claims, let alone the full \$100 or \$200 per
3 violation. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
4 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
5 Therefore, at trial, any PAGA penalties awarded in this case could be significantly less than
6 Plaintiff's calculation even if Plaintiff prevailed on the PAGA claim. Here, multiplying the
7 number of violations identified, assumed, and extrapolated by Plaintiff's expert (a maximum of
8 105,242 violations)⁵ by \$5 results in a total potential liability of **\$526,210**. Further, multiplying
9 the maximum number of pay periods (24,906) by \$5 results in a total potential liability of
10 **\$124,530**. Therefore, even assuming Plaintiff would have prevailed on all of his claims in trial,
11 the result obtained by Plaintiff in the Settlement exceeds the amount Plaintiff would have
12 recovered had the Court relied on *Carrington* in awarding the PAGA penalties.

13 13. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
14 violation for each period the employee worked in relation to meal or rest period violations, failure
15 to pay minimum or overtime wages, failure to provide accurate itemized wage statements, failure
16 to pay wages when due, and/or failure to maintain required records.

17 14. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
18 compensated, and that it did not violate the Labor Code. In summary, Defendant denied that it
19 violated the Labor Code sections at issue based on the following arguments:

- 20 • Its Wage & Hour Policy sets forth that an employee must accurately record all
21 time worked—including any daily or weekly overtime—and approve all time
22 entries to ensure they are complete and accurate. Workday, the timekeeping system
23 used by Defendant, allows employees to input time after the fact. Meaning that
24 even if they forget to clock in/out contemporaneously for each start and stop time,
25 the employees can accurately input the actual start and stop times of each work
26 period and meal period. Defendant further argued that under applicable legal
27 precedent it only had to provide meal periods, it did not have to force employees to
28

⁵ Assuming 24,906 pay periods.

1 take them. Defendant further presented evidence that employees regularly certified
2 that they were provided with and took their meal periods.

- 3 • Employees are required to review and approve their time each pay period.
- 4 • That it pays overtime based on the provisions of the applicable Wage Order,
5 including daily overtime and double-time when appropriate. It further presented
6 evidence that overtime is paid on commissions and other incentives.
- 7 • The meal period policy provides that employees are to take an unpaid one hour
8 duty free meal break during the middle of the work shift to all nonexempt team
9 members for each workday of more than five hours, that it must begin before the
10 fifth hour of work, and that premiums will be paid if the employee is not provided
11 with a legally compliant meal period. It also provides for second meal periods
12 where appropriate.
- 13 • Defendant affords all nonexempt team members the opportunity to take a ten
14 minute paid rest break for each four (4) hour period or major fraction thereof
15 worked.
- 16 • The Confidentiality Agreement at issue was clearly written to require employees
17 with knowledge of another employees compensation, due to their position, to keep
18 that information confidential. It did not prevent employees from discussion their
19 own compensation if they chose to do so.
- 20 • It had an expense reimbursement policy to fully pay employees for all business
21 expenses incurred in carrying out their work duties.
- 22 • Defendant paid final wages in compliance with California law, and if it could not
23 do so it provided additional pay to cover any days that it was late.
- 24 • There was no evidence of any violation of California's reporting time pay
25 provision.
- 26 • Defendant presented evidence that its wage statements substantially complied with
27 Labor Code section 226, and that ultimately Plaintiff could not prevail because a
28 plaintiff must show: (1) the violation was knowing and intentional; and (2) an

injury suffered because of the violation. Cal. Lab. Code § 226(e), something Plaintiff could not do.

- Defendant presented evidence that Plaintiff, despite knowing how to do so, made no complaints of alleged violations of the Labor Code at issue in this matter.
- Defendant presented arguments and case law that stacking of PAGA penalties is not permitted, and that the potential penalties sought by Plaintiff would be reduced as “unjust, arbitrary and oppressive, or confiscatory” in light of its good faith efforts to comply with California law.

15. Accordingly, Defendant disputes and denies Plaintiff’s allegations and claims asserted in the operative complaint which are resolved by the Settlement Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one court has so ruled. These defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.

16. Given Defendant’s potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and reasonable. Plaintiff’s Counsel have significant experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements that courts have approved. The PAGA Settlement, along with the other terms of the proposed settlement, were negotiated by experienced counsel at arm’s length with the assistance of an experienced and reputable mediator, Steven Serratore.

17. As set forth herein, The LWDA has been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a situation where the Court needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-only settlement does not release the individual claims of absent employees, and the LWDA is a sophisticated government entity that is more than able to look out for its own rights.

1 18. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
2 Agreement is supported by several factors. First, the requested fees are justified by the result
3 achieved. PAGA Counsel's diligent and efficient litigation of this action resulted in the creation of
4 an ascertainable common fund of \$700,000.00 that will substantially benefit the state of California
5 and the PAGA Settlement Members. PAGA Counsel seek approval of an award of attorneys' fees
6 in the amount of \$233,333 representing 1/3 of the common fund. PAGA Counsel have also each
7 provided information about the tasks that the two law firms performed on this case. PAGA
8 Counsel's request for attorneys' fees in the amount of 1/3 of the monetary common fund is
9 consistent with the amount awarded in other cases. Under *Laffitte v. Robert Half Int'l Inc.*, 1
10 Cal.5th 480, 504, (2016), the Court need not undertake any lodestar cross-check where, as here,
11 the percentage of the common fund sought equates to 1/3 of the common fund obtained. Second,
12 the fee award is justified by the work performed. Here, the fee award represents Plaintiff's
13 Counsels' current combined lodestar of \$172,325.00 with a multiplier of 1.3 with additional work
14 to be performed such that the multiplier will ultimately be even lower

15 19. Under the Settlement Agreement, Plaintiff's Counsel will be recovering litigation
16 expenses in the total amount of \$12,853.10 which is less than the \$17,500 allocation for costs in
17 the Settlement Agreement, so the difference of \$4,646.90 will be added to the PAGA Payment
18 amount. The litigation expenses incurred by Zakay Law Group, APC and JCL Law Firm, APC
19 were in the amount of \$12,853.10, were all reasonably necessary to the litigation, and are detailed
20 in Exhibit #2 attached hereto.

21 20. As detailed in the accompanying billing statement attached hereto as Exhibit #3,
22 Zakay Law Group, APC and JCL Law Firm, APC current lodestar is \$172,325.00 for more than
23 368.04 hours of work. The firms have worked on this action for over 15 months. In addition,
24 there will be additional lodestar still to be incurred to complete the settlement.

25 Experience and Qualifications

26 21. I have represented thousands of employees in a variety of legal matters, including
27 PAGA lawsuits, class actions and complex litigation cases. Zakay Law Group APC's practice is
28 devoted almost entirely to the prosecution of wage and hour class action and PAGA action

1 matters. I have successfully prosecuted and obtained significant recoveries in numerous class
2 action lawsuits and other lawsuits involving complex issues of law and fact. A true and correct
3 copy of the resume of Zakay Law Group, APC is attached hereto as Exhibit #4.

4 22. My credentials are reflected in the Zakay Law Group, APC firm resume, a true
5 and correct copy of which is attached hereto as Exhibit #4. Some of the major cases my firm has
6 undertaken are also set forth in Exhibit #4. I have had extensive representative and class litigation
7 experience, much of it in the area of representative PAGA actions, employment class actions,
8 unfair business practices and other complex litigation. I have litigated similar wage and hour class
9 action cases against other employers on behalf of employees. It is this level of experience which
10 enabled the firm to undertake the instant matter and to successfully combat the resources of the
11 defendant and its capable and experienced counsel. On account of the concerted and dedicated
12 effort this case required in order to properly handle and prosecute, I was precluded from taking
13 other cases, and in fact, had to turn away other potential fee generating cases.

14 23. My hourly rate for this case is \$550 per hour. My associate's rate, Jackland Hom,
15 for this case is \$350 per hour. The rates charged by my firm are in line with the prevailing rates
16 of attorneys in the local legal community for similar work and, if this were a commercial matter,
17 these are the charges that would be made and presented to the client. These hourly rates have
18 been approved by Court's throughout California, including the Courts in the Superior Court of
19 California. Finally, the reasonableness of my hourly rates is further confirmed by comparing this
20 rate with the rates of comparable counsel practicing complex and class litigation as detailed in the
21 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG.,*
22 *LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average
23 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable
24 rates when compared within 21 other firms practicing in the Southern District of California.) This
25 survey is useful to show that Class Counsel's rates are in line with the comparable rates of the
26 defense counsel that opposes these types of class claims, such as Mayer Brown. In another
27 example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases
28 prosecuted by Class Counsel charges rates as high as \$875 for partners and \$535 for associates.

1 Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900
2 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Plaintiff's
3 Counsel for comparable work are less than these examples, and are therefore undoubtedly
4 reasonable.

5 Additional Issues

6 24. **National Change of Address** – The Settlement Administrator is required to
7 perform a National Change of Address search on any check returned by the U.S. Postal Service as
8 non-deliverable, and re-mail the check to the Aggrieved Employee's new address under paragraph
9 C(11) of the Settlement Agreement.

10 25. **Information Received** – In this case, Plaintiff received all of the information
11 needed to evaluate the claims being settled. The following is a summary of the relevant
12 documents received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- 13 a. Significant sample data showing the employees, their employment dates, their
14 time sheets, hourly rates, and their wages.
- 15 b. Significant sample data concerning recorded meal periods.
- 16 c. Defendant's Employee Handbook for the relevant time period, which outlined
17 the wage and hour policies of Defendant.
- 18 d. Employee file of Plaintiff.
- 19 e. Samples of wage statements provided by Defendant to employees.
- 20 f. Significant sample payroll data.
- 21 g. Hiring and termination forms used by Defendant for employees.

22 26. **PAGA Penalties Valuation.** PAGA penalty calculations are highly variable.
23 Plaintiff's Counsel is unaware of any PAGA judgment in which substantial PAGA penalties were
24 awarded at the full statutory rate, rather, the PAGA judgments have typically decreased the
25 amount of the per violation penalty to a fraction of the statutory amount. Here, some of the
26 PAGA penalty amounts were likely not awardable at the maximum rate given the defenses
27 presented by Defendant. In addition to the defenses presented by Defendant, as detailed above,
28 there is another basis for concluding that the settlement in this case is reasonable even with PAGA

1 penalties in this amount. Specifically, PAGA penalty claims are routinely settled at a small
2 fraction of the potential penalties. For example, Judge Nelson in *Price v. Uber Technologies*,
3 (Los Angeles Superior Court case no. BC554512), recently approved a PAGA settlement of \$7.75
4 million for 1.5 million drivers where the maximum PAGA liability was \$151 billion. Thus, the
5 PAGA penalties were settled for 0.005% of the PAGA liability. Notably, this was the largest
6 PAGA settlement in the 15-year history of PAGA. So while PAGA penalty figures may be
7 inflated to significant numbers, realistic settlements of PAGA claims result in a settlement amount
8 of less than 1% of the PAGA liability. Here, the settlement represents more than 4.5% of the
9 maximum PAGA liability.

10 27. **Scope of the Release.** The release is limited to PAGA claims actually asserted in
11 the operative complaint or that could have been alleged based on the facts in the operative
12 complaint.

13 28. **Compliance with Labor Code §§2689.** Plaintiff complied with all of the
14 procedural requirements of Labor Code §§2689 as follows:

- 15 a. On June 4, 2020 Plaintiff gave written notice to the LWDA of her intent to
16 assert a claim under PAGA and her alleged basis for the claim. On June 22,
17 2021 Plaintiff submitted an amended notice to the LWDA memorializing
18 additional claims against Defendant, which are described in detail hereinabove.
19 (See Exhibit 5).
- 20 b. At the time the notice to the LWDA was filed, Plaintiff also submitted the \$75
21 filing fee to the LWDA. (See Exhibit 6).
- 22 c. On September 14, 2021 Plaintiff filed a First Amended Complaint against
23 Defendant in the Superior Court of the State of California, County of
24 Stanislaus. The First Amended Complaint alleged a single claim for: (1)
25 Violation of the Private Attorneys General Act California Labor Code §§2689
26 et seq. (“PAGA”). On September 16, 2021, a copy of the filed-stamped
27 complaint was submitted to the LWDA. (See Exhibit 7).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

d. On September 17, 2021, the LWDA has been provided notice of this motion and the PAGA settlement. (See Exhibit 8).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17th day of September 2021, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Rachel Latin ("Plaintiff"), on behalf of herself and on behalf of the State of California and all allegedly-aggrieved employees (referred to herein as the "PAGA Employees" further defined below), and Defendant OneMain General Services Corporation ("Defendant") (collectively the "Parties"), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms as used herein shall have the meanings set forth in Section II(A) or as defined elsewhere in this Settlement Agreement and Release.

I. RECITALS

WHEREAS, on June 4, 2020, Plaintiff notified the Labor Workforce Development Agency ("LWDA") of her intent to file an action under California's Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA");

WHEREAS, Plaintiff allowed the LWDA an opportunity to investigate her claims as required by the Labor Code;

WHEREAS, the LWDA took no action in response to Plaintiff's notice;

WHEREAS, on September 14, 2020, Plaintiff filed an Amended Complaint alleging PAGA only claims and dismissing without prejudice class claims. Said Amended Complaint in this Action alleges only PAGA claims against Defendant on behalf of the State of California, herself, and other allegedly aggrieved employees;

WHEREAS on December 2, 2020, Plaintiff filed a Second Amended PAGA Complaint

WHEREAS the PAGA claims alleged in the Action are violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1198, 1198.5, 2698-2699.3 and 2802 and a violation of sections 3-5, 11 and 12 of the applicable Wage Order;

WHEREAS, during the course of the litigation the Parties engaged in formal discovery, including a deposition, the exchange of written discovery responses and documents, and the exchange of additional information informally to prepare for a mediation;

WHEREAS, on June 10, 2021, the Parties participated in a private mediation with mediator Steve Serratore, Esq., with respect to Plaintiff's individual claims and the PAGA claims in the Action;

WHEREAS on June 21, 2021 Plaintiff filed a supplemental letter with the LWDA adding new Labor Code claims:

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the remaining PAGA Claims in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. "Action" means the case entitled *Rachel Latin v. OneMain General Services Corporation*, Case No. CV -20-002498 and is pending in the Superior Court of the state of California in Stanislaus county.

2. "Attorney's Fees" means such attorney fees as the Court may award to Plaintiff's Counsel for the services they have rendered and will render to the PAGA Employees in the Action, and which shall not exceed Two Hundred and Thirty-Three Thousand and One Hundred dollars (\$233,100.00).

3. "Attorney's Costs" means such litigation costs as the Court may award to Plaintiff's Counsel for the costs it has incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00).

4. "Defense Counsel" means Jody A. Landry of Littler Mendelson, P.C.

5. "Effective Date" means the date this Settlement is approved as provided herein and the Court's order granting Settlement Approval and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Settlement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement from becoming final and binding.

6. "Gross Settlement Amount" means the maximum potential value of the settlement which is Seven Hundred Thousand Dollars (\$700,000.00). The Maximum Settlement Amount is the maximum amount Defendant can be required to pay under this Settlement, except as provided for herein in Paragraph D(6), including: (1) Payments to the PAGA Employees of their share of the Net Settlement Amount; (2) Attorneys' Fees; (3) Attorney's Costs; (4) Settlement Administration Costs; and (5) the payment to the LWDA of its share of Net Settlement Amount. Plaintiff is being paid consideration to settle her individual claims that is covered by a separate Confidential Settlement Agreement.

7. "Individual Settlement Payment" means the portion of the PAGA Settlement Fund allocated to each PAGA Employee, as calculated pursuant to Section C(13) below. One hundred percent

(100%) of the Individual Settlement Payments made to PAGA Employees shall be deemed miscellaneous income for which a Form 1099 will be issued.

8. “Net Settlement Amount” means the Maximum Settlement Amount *minus* the sum of: (1) Attorney’s Fees; (2) Attorney’s Costs and (3) the Settlement Administration Costs. The LWDA will be paid 75% of the Net Settlement Amount and the remaining 25% of the Net Settlement Amount will be paid to the PAGA Employees and that amount shall be referred to as the “PAGA Employee Fund”.

9. “Notice” means the form of notice that will be sent to each PAGA Employee accompanying their Individual Settlement Payments, which shall be substantially in the form attached hereto as **Exhibit A**.

10. “PAGA Employee” means all current and former non-exempt employees of Defendant who worked in the state of California from June 4, 2019 through August 1, 2021.

11. “PAGA Employee List” means the list of full names, most recent mailing addresses, Social Security numbers, dates of birth, and number of pay periods worked by a PAGA Employee during the Settlement Period.

12. “Plaintiff’s Attorneys” means Jean-Claude Lapuyade of the JCL Law Firm, APC (“JCL”) and Shani O. Zakay of the Zakay Law Group, APLC (“ZLG”).

13. “Released Claims” means (a) all claims for civil penalties under PAGA that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the State of California, herself and the PAGA Employees, based on the facts alleged in the Complaint, including but not limited to: (a) penalties pursuant to Labor Code sections 201-204, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 2698-2699.3 and 2802 and sections 3-5, 11 and 12 of the applicable Wage Order, (b) claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (c) any other remedies, penalties, or interest based on the facts alleged in the Complaint; and (d) all claims that Plaintiff and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff’s Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the Settlement Period.

14. “Released Parties” means OneMain General Services Corporation, Inc. as well as its parents, subsidiaries, affiliates, and related organizations.

15. “Settlement Administrator” means ILYM Group, Inc, a third-party settlement claims administrator that the Parties will ask the Court to appoint for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

16. “Settlement Administration Costs” means the amount from the Gross Settlement Amount which shall be allocated, subject to the Court’s approval, to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed Nine Thousand Dollars (\$9,000.00).

17. "Settlement Approval Order and Judgment" means the settlement approval order and judgment that will be entered by the Court, which shall be substantially in the form attached hereto as **Exhibit B**.

18. "Settlement Fund Account" means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

19. "Settlement Period" means the period from June 4, 2019 through August 1, 2021.

20. "Void Date" means the 181st day after issuance of Individual Settlement Payment checks to PAGA Employees, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendant has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. Defendant specifically denies all of the allegations in the PAGA Letter, and Complaint. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement and no documents referred to herein and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Gross Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Gross Settlement Amount of Seven Hundred Thousand Dollars (\$700,000.00) within thirty (30) business days of the Effective Date. All amounts to be paid by Defendant shall be deposited into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

a. Attorney's Fees. In full satisfaction of all claims Plaintiff may have for attorney fees arising out of the Action, the Parties agree that Defendant will pay Plaintiff's Counsel up to a total of Two Hundred and Thirty-Three Thousand and One Hundred Dollars (\$233,100.00) in Attorney's Fees, except to the extent the Gross Settlement Amount increases pursuant to Paragraph D(6). Defendant agrees not to oppose Plaintiff's application for Attorney's Fees not to exceed 1/3 of the Gross Settlement Amount. The Attorney's Fees to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorney's Fees not awarded to Plaintiff's Counsel will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Agreement and Release shall remain in full force and effect even if the full amount of Attorney's Fees identified herein is not awarded by the Court. Plaintiff understands and agrees that she cannot appeal the Court's order on Attorney's Fees.

b. Attorney's Costs. In full satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Action, the Parties agree that Defendant will pay Plaintiff's Counsel up to a total of Seventeen Thousand Five Hundred Dollars (\$17,500.00) in Attorney's Costs. Defendant agrees not to oppose Plaintiff's application for Attorney's Costs not to exceed this sum. The Attorney's Costs to be awarded to Plaintiff are subject

to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorney's Costs not awarded to Plaintiff's Counsel will be added to Net Settlement Amount. Plaintiff understands and agrees that this Agreement and Release shall remain in full force and effect even if the full amount of Attorney's Costs identified herein is not awarded by the Court. Plaintiff understands and agrees that she cannot appeal the Court's order on Attorney's Costs.

- c. Settlement Administration Costs. Defendant shall pay for third-party administration fees that are necessary to administer the Settlement up to a maximum payment of Nine Thousand Dollars (\$9,000.00). The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs not awarded by the Court will be added to the Net Settlement Amount.
- d. Net Settlement Amount. The Parties agree that pursuant to PAGA, seventy-five percent (75%) of Net Settlement Amount (which is currently estimated to be \$440,000.00) plus seventy-five percent (75%) of any un-awarded Attorney's Fees, Attorney's Costs, and Settlement Administration Costs – will be paid to the LWDA. The remaining twenty-five percent (25%) of the Net Settlement Amount (which is currently estimated to be \$110,000.00) – plus twenty-five percent (25%) of any un-awarded Attorney's Fees, Attorney's Costs, and Settlement Administration Costs – will be paid to all PAGA Employees pursuant to the calculation method set forth in section C(13) below.

3. PAGA Employees' Release. Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiff, on behalf of herself, the State of California, and all PAGA Employees, releases the Released Parties from the Released Claims during the Settlement Period. PAGA Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Employees regarding the Released Claims.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff will promptly request a hearing before the Court to seek approval of the Settlement on a mutually available date. In conjunction with such hearing, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order and Judgment (substantially in the form of the proposed Settlement Approval Order and Judgment attached hereto as **Exhibit B**) approving and incorporating by reference the terms and conditions of the Settlement Agreement. Plaintiff will also promptly submit the Settlement Agreement to the LWDA as required by the PAGA statute. Defendant agrees not to oppose Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. No Right of PAGA Employees to Object or Opt-Out. The Parties agree there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Except as otherwise stated, Plaintiff will vigorously defend against any attempt by any PAGA Employee or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. The Parties further agree there is no right or opportunity for any PAGA Employee to appeal the approval

of the Settlement by the Court. The Parties will jointly defend against any appeal filed with respect to the Final Order.

3. LWDA Notice. Pursuant to California Labor Code § 2699(I), Plaintiff will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiff will also file a declaration in support of her motion for Settlement Approval confirming that she has submitted the Settlement to the LWDA in compliance with Labor Code § 2699(I).

4. Judgment and Continued Jurisdiction. After entry of the Final Approval order and Judgment, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

5. Settlement Administrator. Upon approval of the Court, Plaintiff will retain ILYM Group, Inc., as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Settlement Payments; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to PAGA Employees; disbursing payment of Attorney's Fees and Attorney's Costs to Plaintiff's Counsel; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the PAGA Settlement Fund; printing and providing PAGA Employees, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, Plaintiff's counsel or any PAGA Employee until the amounts are approved by the Parties. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

6. PAGA Employee List. On or before the Effective Date, Defendant will provide the Settlement Administrator with the PAGA Employee List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Employees' sensitive personal information is included in the PAGA Employee List, the Settlement Administrator shall maintain the PAGA Employee List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Employee List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Employee List for administration of this Settlement and the PAGA Employee List shall be returned to Defendant once settlement administration is concluded.

7. Funding of the Settlement. Within thirty (30) business days following the Effective Date, Defendant shall fund the Settlement by delivering the funds to the Settlement Administrator.

8. Payment of Attorney's Fees and Attorney's Costs. Within five (5) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Plaintiff's Counsel. The Attorney's Fees portion shall be allocated 50% to JCL and 50% to ZLG. Plaintiff's Counsel agrees to provide the Settlement Administrator with an executed IRS Form W-9 before payments for Attorney's Fees and Attorney's Costs

are issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payments made pursuant to this paragraph.

Neither Plaintiff's Counsel nor any other current or past counsel for Plaintiff shall be permitted to petition the Court for, or to accept, any additional payments for attorney's fees, costs, interest, or any other amount from Defendant except as specified above. Defendant's payment of the Attorney's Fees and Attorney's Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Plaintiff's Counsel, or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff and/or PAGA Employees. The Parties further agree that Plaintiff's Counsel's Attorney Fees and Attorney Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Plaintiff and/or PAGA Employees.

9. Settlement Administration Costs. Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

10. Payment to LWDA. Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PAGA Settlement Fund.

11. Individual Settlement Payments. Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall issue from the Settlement Fund Account Individual Settlement Payments based on the twenty-five percent (25%) of the PAGA Settlement Fund to PAGA Employee's last known mailing address. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Employee involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 120-day period to cash a check. Any checks issued to PAGA Employees shall remain valid and negotiable for one hundred and twenty (120) calendar days from the date of their issuance and then shall become void on the 121st day after issuance, *i.e.*, the Void Date. The Parties agree that, within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks prior to the Void Date shall be handled in accordance with the provisions of California Code of Civil Procedure § 384.

12. Calculation of Individual Settlement Payments. All PAGA Employees will receive an Individual Settlement Payment. Each PAGA Employee's pro rata share of the PAGA Employee Fund ("Individual Settlement Share") will be determined by converting the PAGA Employee Fund into a pay period value. The pay period value will be established by dividing the PAGA Employee Fund by all pay periods for the PAGA Employees during the Settlement Period. The pay periods worked by PAGA Employees during the Settlement Period will be derived by calculating the number of days worked during the Settlement Period as a non-exempt employee of OneMain General Services Corporation in California by using the hire and termination dates and payroll data in Defendant's records, dividing by 14 to yield pay

periods. The Settlement Award for each PAGA Employee will be determined by multiplying the pay period value by each PAGA Employee's individual pay periods.

13. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

14. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Employees, and Plaintiff's Counsel Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

15. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiff's Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

D. Miscellaneous Provisions

1. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

2. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that she will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiff's Counsel, Defendant, the Released Parties, Defense Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

3. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

4. No Pending Lawsuits By Plaintiff. Other than this Action, Plaintiff represents that she does not have any pending lawsuits, administrative complaints, or charges against Defendant or the Released Parties in any local, state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Settlement Approval order.

5. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

6. Pay Period Information. It is estimated that there are approximately 602 Aggrieved Employees who worked an aggregate total of 22,642 Pay Periods from June 4, 2019 through June 1, 2021. Defendant will provide a declaration, under oath, confirming the number of applicable Aggrieved Employees and Pay Periods worked as of June 1, 2021 in support of Plaintiff's motion for approval. The Net Settlement Amount will increase proportionally if the number of pay periods exceeds more than 10% of the estimate stated herein as of June 1, 2021. That means that the total pay periods as of June 1, 2021 must exceed 24,906 pay periods in order to trigger an increase in the Net Settlement Amount.

7. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms with respect to the Released Claims, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

8. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

9. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that s/he is authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she has not assigned any claim covered by this Settlement to a third party.

10. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

11. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12. California Law Governs. All terms of this and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

13. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts. Electronic signatures (e.g., Docu-signed signatures) shall **not** be used to execute this Settlement Agreement; rather, actual ink signatures shall be used to execute this Settlement Agreement.

14. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

15. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement.

16. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

17. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

18. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Agreement.

19. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

20. Publicity. The Parties agree that Plaintiff and Plaintiff's Counsel agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded, or electronic communications. In addition, Counsel will not put details about the settlement on their website. However, this will not prevent Counsel from undertaking required submissions and disclosures that are required to obtain approval of the

Settlement, including and not limited to, submission of the Settlement to the LWDA in conformity with the PAGA statute.

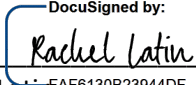
21. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be: (a) in writing; (b) deemed given on the third business day after mailing; and (c) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:	To Defendant:
Shani O. Zakay Zakay Law Group, APLC 5850 Oberlin Drive, Suite 230A San Diego, CA 92121 Jean-Claude Lapuyade JCL Law Firm, APC 3990 Old Town Ave., Suite C204 San Diego, CA 92110	Jody A. Landry Littler Mendelson, P.C. 501 W. Broadway, Suite 900 San Diego, CA 92101

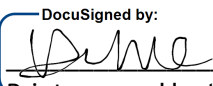
It is hereby agreed.

Dated: 8/4/2021

PLAINTIFF

DocuSigned by:

 Rachel Latin FAF6130B23944DF...

For Defendant OneMain General Services Corporation:

DocuSigned by:

 Heather McHale

8/17/2021 | 10:04 AM CDT
 Date: _____

Approved as to form:

Dated: 8/4/2021

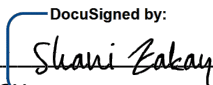
Zakay Law Group, APLC
 DocuSigned by:

 Shani Zakay 4ECDE73A91D4420...
 Attorney for Plaintiff Rachel Latin

Exhibit A –

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee, Rachel Latin (“Plaintiff”) against OneMain General Services Corporation (“Company”), for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff claimed that she and other employees were not provided legally compliant meal and rest periods, not properly paid overtime, not provided with accurate wage statements, not timely paid final wages, not fully paid for expenses, failure to pay reporting time pay, and restricted from disclosure of compensation information.

The Company denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, the Company and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all Company non-exempt employees who worked in California between June 4, 2019 and August 1, 2021. (“PAGA Employees”).

According to Company records, you are a PAGA Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until **[insert date]**.

This check is issued pursuant to the terms of the PAGA settlement in the case entitled *Rachel Latin v. OneMain General Services Corporation, Superior Court State of California, County of Stanislaus, Case No. CV-20-002498*.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in January 2022. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the **[insert administrator information]**.

EXHIBIT B

[to be placed on pleading paper with case caption and entitled "Order Approval of PAGA Settlement]

This matter having come before the Court on Plaintiff Rachel Latin's ("Plaintiff") motion for approval of the Parties' Settlement pursuant to California's Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA"), it is hereby ORDERED:

1. This Order incorporates the Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") agreed to between Plaintiff, on behalf of herself and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. The Court has considered the nature of the claims, the amount paid in settlement, which is \$700,000 ("Gross Settlement Amount"), the allocation of settlement proceeds among the aggrieved employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

3. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the Labor and Workforce Development Agency fully and adequately complied with the notice requirements of California Labor Code § 2699.

4. Upon the Effective Date and funding of the Gross Settlement Amount, the Plaintiff and the PAGA Employees shall be bound by the releases set forth in the Settlement Agreement.

Specifically, by operation of this Judgment, Plaintiff, on behalf of herself, the State of California, and all PAGA Employees, release the Released Parties from the Released Claims, further defined below, during the Settlement Period. PAGA Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that this Order shall have full *res judicata* effect and be binding upon PAGA Employees regarding the Released Claims. Released Claims are defined as “all claims for civil penalties under PAGA that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the State of California, herself and the PAGA Employees, based on the facts alleged in the Complaint, including but not limited to: (a) penalties pursuant to Labor Code sections 201-204, 210, 226, 226.3, 226.7, 232 (or other statutes regarding the disclosure of compensation information), 246, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1198, 1198.5, 2698, 2699, 2699.3 and 2802 and sections 3-5, 11 and 12 of the applicable Wage Order, (b) claims for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (c) any other remedies, penalties, or interest based on the facts alleged in the Complaint; and (d) all claims that Plaintiff and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff’s Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the defined “Settlement Period”, which is the period from June 4, 2019 through August 1, 2021.

5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

6. Pursuant to the terms of the Settlement, the Court awards Attorney's Fees to Plaintiff's Counsel in the total amount of \$_____, to be paid out of the Gross Settlement

Fund, as final payment for and complete satisfaction of any and all attorney's fees arising out of the Action.

7. Pursuant to the terms of the Settlement, the Court awards Attorney's Costs to Plaintiff's Counsel in the total amount of \$_____, to be paid out of the Gross Settlement Fund, as final payment for and complete satisfaction of any and all attorney's costs arising out of the Action.

8. The Court appoints ILYM Group, Inc.. to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards fees to _____ in the amount of \$_____ as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Fund.

9. Pursuant to the terms of the Settlement Agreement, the Net Settlement Fund of \$_____ shall be allocated as follows: seventy-five percent (75%) of the Net Settlement Fund, or \$_____, will be paid to the LWDA, and the remaining twenty-five percent (25%), or \$_____, will be paid to all PAGA Employees allocated pursuant to the method set forth in the Settlement Agreement for calculating Individual Settlement Payments.

10. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

12. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

13. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

14. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

IT IS SO ORDERED.

4818-8289-1759.1 / 108624-1001

EXHIBIT 2

Activities Export

09/16/2021

1:55 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
06/04/2020	\$	Photocopies - PAGA letters ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	9.50	-	9.50
06/04/2020	\$	Postage - PAGA Letters ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	8.50	-	8.50
06/04/2020	\$	Filing Fee - PAGA ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	75.00	-	75.00
06/08/2020	\$	Filing Fee - Complaint ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	1,496.06	-	1,496.06
07/31/2020	\$	Filing Fee - POS ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	13.55	-	13.55
10/15/2020	\$	Remote Appearance - CMC ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	94.00	-	94.00
02/05/2021	\$	Deposition Transcript - Veritex ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	500.25	-	500.25
02/05/2021	\$	Postage - check to Veritext ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	0.50	-	0.50
02/09/2021	\$	Filing Fee - CMS ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	15.60	-	15.60
					0.00h		\$0.00 0.0h	\$7,429.02 0.0h

Activities Export

09/16/2021

1:55 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
05/19/2021	\$ ● Unbilled	Mediation Fee	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	4,500.00	-	4,500.00
06/21/2021	\$ ● Unbilled	OneLegal - CMS Filing	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	16.06	-	16.06
07/08/2021	\$ ● Unbilled	Expert Cost - HALF	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	-	700.00	-	700.00
					0.00h		\$0.00 0.0h	\$7,429.02 0.0h

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Latin v. OneMain (002-127)								
07/30/2020	Expense		One Legal LLC	One Legal Order Number 14983486 - Filing Fee - Re: Proof of Service of Summons	Client costs deferred	Chase Card 7349	9.95	9.95
08/12/2020	Check	2245	Knox Attorney Services, Inc.		Client costs deferred	US Bank-Checking - 4270	109.15	119.10
08/31/2020	Journal Entry	June-Aug 2020 Postage		Copies for June-Aug 2020	Client costs deferred	-Split-	35.50	154.60
08/31/2020	Journal Entry	June-Aug 2020 Postage		Postage for June-Aug 2020	Client costs deferred	-Split-	0.50	155.10
09/03/2020	Expense		One Legal LLC	One Legal Order Number 15135274 - Filing Fee - Re: Proposed Order, Declaration, Proof of Service	Client costs deferred	Chase Card 7349	9.95	165.05
09/14/2020	Expense		One Legal LLC	One Legal Order Number 15144705 - Filing Fee - Re: Stipulation, Declaration, Proof of Service	Client costs deferred	Chase Card 7349	34.36	199.41
09/15/2020	Expense		One Legal LLC	One Legal Order Number 15188377 - Filing Fee - Re: Amended Complaint, Proof of Service	Client costs deferred	Chase Card 7349	13.55	212.96
09/30/2020	Journal Entry	Sept. 2020 Postage		Copies for Sept. 2020	Client costs deferred	-Split-	4.30	217.26
10/05/2020	Expense		One Legal LLC	One Legal Order Number 15281636 - Re: Filing Fee: Case Management Conference Statement; Proof of Service	Client costs deferred	Chase Card 7349	13.55	230.81
10/31/2020	Journal Entry	OCT. 2020 Postage		Copies for Oct. 2020	Client costs deferred	-Split-	0.10	230.91
11/13/2020	Expense		One Legal LLC	One Legal Order Number 15469738 - Re: Stipulation, Proof of Service	Client costs deferred	Chase Card 7349	13.55	244.46
11/30/2020	Journal Entry	Nov. 2020 Postage		Copies for Nov. 2020	Client costs deferred	-Split-	0.40	244.86
12/01/2020	Expense		One Legal LLC	One Legal Order Number 15451513 - Filing Fee- Re: Stipulation, Proof of Service	Client costs deferred	Chase Card 7349	34.36	279.22
12/02/2020	Expense		One Legal LLC	One Legal Order Number - - Filing Fee- Re:	Client costs deferred	Chase Card 7349	34.36	313.58
12/03/2020	Expense		One Legal LLC	One Legal Order Number - - Filing Fee- Re:	Client costs deferred	Chase Card 7349	13.55	327.13
01/31/2021	Journal Entry	Jan. 2021 Postage		Copies for Jan. 2021	Client costs deferred	-Split-	2.30	329.43
02/05/2021	Check	2391	Veritext		Client costs deferred	US Bank-Checking - 4270	500.25	829.68
02/16/2021	Expense		Stanislaus Superior Court		Client costs deferred	Chase Card 7349	94.00	923.68
02/28/2021	Journal Entry	Feb. 2021 Postage		Copies for Feb. 2021	Client costs deferred	-Split-	0.20	923.88
05/18/2021	Check	2475	Serratore Law	Mediation	Client costs	US Bank-Checking	4,500.00	5,423.88

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
06/30/2021	Journal Entry	June 2021 Postage		Copies for June 2021	deferred Client costs deferred	- 4270 -Split-	0.20	5,424.08
Total for Latin v. OneMain (002-127)							\$5,424.08	
TOTAL							\$5,424.08	

EXHIBIT 3

Activities Export

09/16/2021

1:54 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
05/30/2020		Conversation with client and co-counsel and coordinate execution of fee agreement.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	1.00	550.00	-	550.00
05/31/2020		Review client file and discuss claims with co-counsel.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	2.00	550.00	-	1,100.00
06/04/2020		Draft complaint. Draft PAGA letters. File PAGA claim. Serve PAGA claim. File Complaint.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	6.00	550.00	-	3,300.00
06/08/2020		Finalize the complaint and related documents. process filing of the complaint electronically. Email co-counsel and staff with update.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	2.50	550.00	-	1,375.00
06/08/2020		Review filed complaint and related documents. Emails with co-counsel and staff regarding the same and necessary work accordingly. Upload to CLIO. Update case management sheet with case information. Calendar CMC and related deadlines. Review receipt for filing fee and update expenses.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
07/31/2020		Review POS. Emails with staff regarding rejection of filing. Process filing electronically on OneLegal. Update co-counsel.	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
					125.20h		\$0.00	\$60,300.00
							0.0h	125.2h

Activities Export

09/16/2021

1:54 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		Upload to CLIO. ● Unbilled						
07/31/2020	🕒	Review filed POS and email to staff. Upload to CLIO. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.10	550.00	-	55.00
08/24/2020	🕒	Review email from OPC regarding electronic service and discuss with co-counsel. Email to OPC accordingly. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
08/28/2020	🕒	Emails regarding conference call today. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.10	550.00	-	55.00
08/28/2020	🕒	Prepare for and attend conference call with co-counsel and OPC regarding the arbitration agreement and MTC arbitration. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
08/30/2020	🕒	Draft PAGA only FAC. Draft declaration in support. Draft stipulation for leave. Emails with co-counsel accordingly. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	3.50	550.00	-	1,925.00
08/31/2020	🕒	Discussion with co-counsel and emails with OPC regarding stipulation for leave and FAC. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
					125.20h		\$0.00 0.0h	\$60,300.00 125.2h

Activities Export

09/16/2021

1:54 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
08/31/2020		Review OPC's revisions to the stipulation for leave to file the FAC. Accept changes and sign. Email to OPC.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
09/01/2020		Emails with OPC regarding stipulation for leave. Finalize the documents and email to staff with instructions.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
09/16/2020		Review filed FAC and email regarding service. Calendar deadline to answer accordingly.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
09/18/2020		Call with client to provide a status update.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
09/23/2020		Emails with OPC and co-counsel regarding availability for mediation.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
09/23/2020		Emails with co-counsel and with the client regarding availability for deposition.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
09/25/2020		Emails with OPC regarding client depo.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.10	550.00	-	55.00
					125.20h		\$0.00 0.0h	\$60,300.00 125.2h

Activities Export

09/16/2021

1:54 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
09/30/2020		Review and revise the CMC statement and emails with staff regarding setting up call with OPC to meet and confer.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
09/30/2020		Emails with co-counsel and OPC to schedule call.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
10/01/2020		Review excerpt from the handbook regarding PTO. Emails and conversation with co-counsel and staff regarding the same and regarding rescheduling of Depo accordingly.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
10/02/2020		Prepare for and attend conference call with OPC to meet and confer re: CMC.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
10/02/2020		Review Defendant's answer to the FAC and upload to CLIO.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.70	550.00	-	385.00
10/04/2020		Review Defendant's CMS and upload to CLIO.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
10/12/2020		Emails with staff and co-counsel regarding production of phone records and subpoena.	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
					125.20h		\$0.00 0.0h	\$60,300.00 125.2h

Activities Export

09/16/2021

1:54 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		● Unbilled						
10/12/2020	🕒	Review stipulation and proposed order for protective order. Revise and email to co-counsel regarding the same. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.80	550.00	-	440.00
10/15/2020	🕒	Set up telephonic appearance for CMC Monday. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
10/15/2020	🕒	Review depo notice. Calendar relevant dates and upload to CLIO. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
10/19/2020	🕒	Prepare for and attend CMC. Calendar new dates. Emails to co-counsel with update. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	1.30	550.00	-	715.00
10/21/2020	🕒	Work on responses to RFPs. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	1.50	550.00	-	825.00
11/05/2020	🕒	Draft stipulation for leave to file SAC. Draft SAC. Email to OPC. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.80	550.00	-	440.00
11/07/2020	🕒	Emails with OPC and co-counsel and work on the stipulation for leave to file the SAC and the SAC and the stipulation for a protective order and protective order.	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
					125.20h		\$0.00 0.0h	\$60,300.00 125.2h

Activities Export

09/16/2021

1:54 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		● Unbilled						
11/08/2020	🕒	Work on the stipulation for and protective order to produce contact list of aggrieved employees. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.40	550.00	-	220.00
11/09/2020	🕒	More work on the stipulation for protective order. Emails with co-counsel regarding the same. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
11/09/2020	🕒	Review email from co-counsel with changes to the protective order. Email to OPC accordingly. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
11/11/2020	🕒	Review revisions to the stipulation for protective order and emails with co-counsel regarding the same. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
11/12/2020	🕒	Review multiple emails regarding protective order. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
11/17/2020	🕒	Emails with OPC regarding the protective order. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
12/03/2020	🕒	Review response to SI and discuss next steps with co-counsel. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.70	550.00	-	385.00
					125.20h		\$0.00	\$60,300.00
							0.0h	125.2h

Activities Export

09/16/2021

1:54 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
12/07/2020		Email to OPC regarding mediation.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
12/19/2020		Review Defendant's Answer to the complaint and upload to CLIO.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	1.00	550.00	-	550.00
01/07/2021		Follow up with OPC on mediation.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.10	550.00	-	55.00
01/11/2021		Meeting with co-counsel to discuss necessary work required to prepare PLA for deposition; create preparation outline  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	1.30	350.00	-	455.00
01/12/2021		Emails regarding depo. Emails with OPC and co-counsel regarding mediators.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
01/13/2021		Attend depo prep meeting with the client.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	2.10	550.00	-	1,155.00
01/13/2021		Attend depo prep meeting with client  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	3.00	350.00	-	1,050.00
01/13/2021		Review file and prepare client for deposition  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	2.50	350.00	-	875.00
					125.20h		\$0.00 0.0h	\$60,300.00 125.2h

Activities Export

09/16/2021

1:54 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
01/14/2021		Emails with co-counsel and OPC regarding mediators.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
01/14/2021		Revise the PAGA letter to add additional claims and emails with co-counsel regarding the same.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
01/14/2021		Follow up call with co-counsel regarding the deposition.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
01/14/2021		Prepare for and attend PLA's deposition; follow-up call with co-counsel to discuss  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	8.00	350.00	-	2,800.00
01/15/2021		Telephone conversation with co-counsel regarding amended PAGA notice and coordination of mediation.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
01/22/2021		Review mediation confirmation letter and calendar dates accordingly.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
02/04/2021		Review Defendant's CMS. Emails with staff regarding necessary work on Plaintiff's CMS.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.40	550.00	-	220.00
					125.20h		\$0.00 0.0h	\$60,300.00 125.2h

Activities Export

09/16/2021

1:54 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
02/05/2021		Draft CMS for CMC and instruct staff on filing.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.80	550.00	-	440.00
02/05/2021		Review invoice from Veritex and discuss with co-counsel. Process payment.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
02/05/2021		Emails regarding service of the CMS.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
02/08/2021		Review correspondence and declaration regarding deposition and upload to CLIO.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
02/09/2021		Review filed CMS and upload to CLIO. Review invoice from OneLegal, update expenses and upload to CLIO.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
02/10/2021		Emails with co-counsel and telephone conversation with staff regarding newly filed case.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
02/11/2021		Discussion with co-counsel regarding top-filer. Telephone conversation with counsel in related case. Follow up correspondence with co-counsel.	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
					125.20h		\$0.00 0.0h	\$60,300.00 125.2h

Activities Export

09/16/2021

1:54 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		● Unbilled						
04/29/2021	🕒	Emails with OPC regarding data request. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
05/12/2021	🕒	Emails with mediator regarding payment. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.10	550.00	-	55.00
05/20/2021	🕒	Emails with OPC regarding sampling for mediation. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
05/28/2021	🕒	Call with expert regarding data analysis for mediation. Follow up email to OPC. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.40	550.00	-	220.00
06/02/2021	🕒	Emails with OPC regarding data production for mediation. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.10	550.00	-	55.00
06/02/2021	🕒	Call with the expert regarding damage analysis. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
06/04/2021	🕒	Draft mediation brief ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	8.00	550.00	-	4,400.00
06/04/2021	🕒	Review and revise mediation brief ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	1.50	350.00	-	525.00
					125.20h		\$0.00	\$60,300.00
							0.0h	125.2h

Activities Export

09/16/2021

1:54 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
06/04/2021		Legal research for mediation brief ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	1.50	350.00	-	525.00
06/04/2021		Discuss revisions to mediation brief with co-counsel ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.50	350.00	-	175.00
06/07/2021		Review damage analysis from expert and discuss with co-counsel. Finalize the mediation brief and email to mediator. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	1.00	550.00	-	550.00
06/07/2021		Review expert report and discuss with Attorney Zakay in preparation for mediation ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.80	350.00	-	280.00
06/10/2021		Attend mediation. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	10.00	550.00	-	5,500.00
06/10/2021		Attend mediation and work on MOU ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	9.00	350.00	-	3,150.00
06/11/2021		More work on MOU. ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
06/11/2021		Review final MOU in preparation for execution ● Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.50	350.00	-	175.00
					125.20h		\$0.00 0.0h	\$60,300.00 125.2h

Activities Export

09/16/2021

1:54 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
06/18/2021		Review and revise the amended PAGA letter.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
06/18/2021		Review and revise Amended PAGA letter  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.50	350.00	-	175.00
06/18/2021		Call with staff to discuss work required on amended PAGA letter  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.40	350.00	-	140.00
06/21/2021		Emails with OPC regarding Amended PAGA notice and emails with staff regarding CMS.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
06/21/2021		Review and revise the status report.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
06/21/2021		Further work on the amended PAGA notice.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
06/21/2021		Drafting the CMS, getting approval, filing on OneLegal  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	1.00	150.00	-	150.00
06/21/2021		Emails regarding the joint status report and the filing of the same. Emails regarding the amended complaint.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.40	550.00	-	220.00
					125.20h		\$0.00	\$60,300.00
							0.0h	125.2h

Activities Export

09/16/2021

1:54 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
07/06/2021		Correspondence with staff regarding status conference.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.10	550.00	-	55.00
07/06/2021		Call with co-counsel regarding CMC today and motion for approval.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
07/08/2021		Saving Invoices to Clio and Billing.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.10	150.00	-	15.00
07/13/2021		Emails regarding the settlement agreements.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
07/13/2021		Review the settlement agreement and make further revisions.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	1.50	550.00	-	825.00
07/13/2021		Review and revise settlement agreement  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	2.30	350.00	-	805.00
07/14/2021		More work on the settlement agreement.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
07/14/2021		Review and revise individual settlement agreement  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	1.50	350.00	-	525.00
07/14/2021		Review and revise the individual	28401-Latin	Shani	0.60	550.00	-	330.00
					125.20h		\$0.00	\$60,300.00
							0.0h	125.2h

Activities Export

09/16/2021

1:54 PM

Date	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
		settlement agreement.  Unbilled	Rachel Latin v. OneMain General Services Corp.	Zakay				
07/14/2021		Review additional revisions to individual settlement agreement and discuss with co-counsel  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.50	350.00	-	175.00
07/21/2021		Emails and discussion with co-counsel regarding the settlement agreement.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
07/30/2021		Review final versions of the settlement agreements and emails with staff regarding signatures.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.30	550.00	-	165.00
08/14/2021		Begin work on the motion for approval.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	2.00	550.00	-	1,100.00
08/15/2021		Follow up with OPC on settlement agreement.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.10	550.00	-	55.00
08/16/2021		Continue work on the memorandum of points and authorities in support of motion to approve the PAGA settlement. Emails with co-counsel accordingly.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	6.00	550.00	-	3,300.00
					125.20h		\$0.00 0.0h	\$60,300.00 125.2h

Activities Export

09/16/2021

1:54 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
08/17/2021		Emails with OPC and co-counsel regarding the fully executed SAR and regarding the motion for approval.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
08/17/2021		Review and revise draft of motion for approval  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	1.50	350.00	-	525.00
08/26/2021		Draft stipulation for leave to file TAC. Emails with staff and OPC regarding the same.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.80	550.00	-	440.00
08/27/2021		More work on the stipulation for leave to file TAC and the TAC and emails to staff with instructions.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.50	550.00	-	275.00
08/27/2021		Review and revise draft of stipulation to file TAC  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.40	350.00	-	140.00
09/04/2021		Continue working on the motion for approval. Draft notice. Further revisions tot he memorandum. Draft SOZ declaration in support.  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	6.00	550.00	-	3,300.00
09/05/2021		Legal research for motion for approval  Unbilled	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.60	350.00	-	210.00
					125.20h		\$0.00 0.0h	\$60,300.00 125.2h

Activities Export

09/16/2021

1:54 PM

Date ▲	Type	Description	Matter	User	Hours	Rate (\$/hr)	Non-billable (\$)	Billable (\$)
09/06/2021	 Unbilled	Review and revise motion for approval; discuss revisions with Attorneys	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	2.00	350.00	-	700.00
09/06/2021	 Unbilled	Review and revise TAC	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.80	350.00	-	280.00
09/06/2021	 Unbilled	Call with staff to discuss necessary work required for TAC	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.20	350.00	-	70.00
09/07/2021	 Unbilled	Further review and revise Third Amended Complaint in preparation for filing	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	1.00	350.00	-	350.00
09/09/2021	 Unbilled	Emails with OPC regarding MPA	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	0.20	550.00	-	110.00
09/10/2021	 Unbilled	Discuss revisions to motion for approval with Attorney Zakay	28401-Latin Rachel Latin v. OneMain General Services Corp.	Jackland Hom	0.30	350.00	-	105.00
09/12/2021	 Unbilled	More work on the motion for settlement approval.	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	3.00	550.00	-	1,650.00
09/13/2021	 Unbilled	More work on the MPA	28401-Latin Rachel Latin v. OneMain General Services Corp.	Shani Zakay	1.50	550.00	-	825.00
					125.20h		\$0.00	\$60,300.00
							0.0h	125.2h

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
Latin v. OneMain (002-127)						
03/02/2020	Jean Claude Lapuyade	Client Intake	500.00	0:48	Yes	400.00
03/06/2020	Jean Claude Lapuyade	Client Interview	500.00	3:12	Yes	1,600.00
03/09/2020	Jean Claude Lapuyade	Legal Research - Claims Analysis Based on Intake	500.00	6:42	Yes	3,350.00
03/11/2020	Jean Claude Lapuyade	Drafted Fee Agreement	500.00	2:00	Yes	1,000.00
03/16/2020	Jean Claude Lapuyade	Drafted Employee Authorization	500.00	1:42	Yes	850.00
03/16/2020	Jean Claude Lapuyade	Drafted Mediation Disclosure	500.00	1:00	Yes	500.00
03/16/2020	Jean Claude Lapuyade	Finalized Engagement Packet	500.00	0:48	Yes	400.00
03/19/2020	Jean Claude Lapuyade	Fact Investigation - Legal Entity Investigation OneMain and OneMain General Services Corp	500.00	1:18	Yes	650.00
05/08/2020	Jean Claude Lapuyade	Legal Research - Employee File Demand Statutes	500.00	1:30	Yes	750.00
05/11/2020	Jean Claude Lapuyade	Fact Investigation - Reviewed Client Documents	500.00	4:54	Yes	2,450.00
05/11/2020	Jean Claude Lapuyade	Drafted Employee File Request One Main	500.00	2:18	Yes	1,150.00
05/11/2020	Jean Claude Lapuyade	Drafted Employee File Release - General Services, Inc	500.00	0:42	Yes	350.00
05/14/2020	Jean Claude Lapuyade	Legal Research - PAGA Violations	500.00	4:36	Yes	2,300.00
05/26/2020	Jean Claude Lapuyade	Drafted Status letter to Client Re Covid and timelines	500.00	1:48	Yes	900.00
05/28/2020	Jean Claude Lapuyade	Legal Research - Pleadings Elements	500.00	3:12	Yes	1,600.00
06/01/2020	Jean Claude Lapuyade	Drafted Complaint for PAGA Submission.	500.00	5:00	Yes	2,500.00
06/01/2020	Jean Claude Lapuyade	Drafted PAGA Letter	500.00	2:18	Yes	1,150.00
06/04/2020	Jean Claude Lapuyade	Finalized PAGA Letter and Notice	500.00	0:30	Yes	250.00
06/04/2020	Jean Claude Lapuyade	Fact Investigation - Reviewed Employee File Produced by Defendant	500.00	5:00	Yes	2,500.00
06/05/2020	Jean Claude Lapuyade	Drafted Class Action Complaint for Filing	500.00	4:30	Yes	2,250.00
06/09/2020	Jean Claude Lapuyade	R&R Court's Notice of Case Assignment and ADR Packet	500.00	1:00	Yes	500.00
06/10/2020	Jean Claude Lapuyade	Fact Investigation - Confidentiality Agreement in Employment Agreement	500.00	5:42	Yes	2,850.00

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
06/18/2020	Jean Claude Lapuyade	Drafted Amended PAGA Notice to Include Confidentiality Claim	500.00	1:12	Yes	600.00
06/19/2020	Jean Claude Lapuyade	Drafted Amended Pleading to Include LC 232 Claim for Confidentiality	500.00	2:00	Yes	1,000.00
06/22/2020	Jean Claude Lapuyade	Finalized Amended PAGA Notice and Pleading	500.00	1:00	Yes	500.00
08/24/2020	Jean Claude Lapuyade	R&R Meet and Confer Correspondence Re Claims, Answer and Arb.	500.00	1:24	Yes	700.00
08/24/2020	Jean Claude Lapuyade	Law and Motion - Reviewed Defendant's Motion to Compel Arbitration	500.00	4:18	Yes	2,150.00
08/25/2020	Jean Claude Lapuyade	TCW OC Re Complaint and Arbitration Agreement	500.00	0:24	Yes	200.00
08/25/2020	Jean Claude Lapuyade	Emails to/from OC Re Motion to Compel	500.00	0:18	Yes	150.00
08/25/2020	Jean Claude Lapuyade	Legal Research - Arbitration Agreement Enforceability	500.00	7:00	Yes	3,500.00
08/27/2020	Jean Claude Lapuyade	Drafted Email to OC Re Arb. Enforceability	500.00	2:18	Yes	1,150.00
08/27/2020	Jean Claude Lapuyade	Drafted Status Letter to Client Re Claims and Arb. Agreement	500.00	3:06	Yes	1,550.00
08/28/2020	Jean Claude Lapuyade	TCW OC RE Arbitration	500.00	0:18	Yes	150.00
08/28/2020	Jean Claude Lapuyade	Emails to/from OC Re Arb	500.00	0:18	Yes	150.00
08/29/2020	Jean Claude Lapuyade	Emails to/from Co Counsel RE FAC	500.00	0:30	Yes	250.00
08/31/2020	Jean Claude Lapuyade	Emails to/from OC FAC	500.00	0:36	Yes	300.00
08/31/2020	Jean Claude Lapuyade	Drafted FAC	500.00	3:06	Yes	1,550.00
08/31/2020	Jean Claude Lapuyade	TCW OC Re Arbitration	500.00	0:12	Yes	100.00
09/01/2020	Jean Claude Lapuyade	Emails to/from OC Re Stip	500.00	0:18	Yes	150.00
09/01/2020	Jean Claude Lapuyade	Legal Research - Dismiss Class Claims	500.00	1:12	Yes	600.00
09/03/2020	Jean Claude Lapuyade	R&R Dec to Dismiss Class Claims	500.00	0:24	Yes	200.00
09/03/2020	Jean Claude Lapuyade	R&R Stip to File FAC	500.00	0:12	Yes	100.00
09/11/2020	Jean Claude Lapuyade	Finalized FAC for Filing	500.00	1:00	Yes	500.00
09/15/2020	Jean Claude Lapuyade	Emails to/from OC Re Service FAC	500.00	0:12	Yes	100.00
09/16/2020	Jean Claude	Drafted Status Letter to Client Re Pleadings and timeline	500.00	1:30	Yes	750.00

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
	Lapuyade					
09/22/2020	Jean Claude Lapuyade	Discovery - Drafted SI (Set 1)	500.00	3:30	Yes	1,750.00
09/22/2020	Jean Claude Lapuyade	Discovery - R&R Defendant's RFP to Plaintiff (Set 1)	500.00	1:30	Yes	750.00
09/23/2020	Jean Claude Lapuyade	Emails to/from OC Re Deposition	500.00	0:30	Yes	250.00
09/23/2020	Jean Claude Lapuyade	Discovery - R&R Defendant's RFP to PLA	500.00	1:42	Yes	850.00
09/23/2020	Jean Claude Lapuyade	Drafted SI Set One	500.00	4:30	Yes	2,250.00
09/23/2020	Jean Claude Lapuyade	Emails to/from Client Re Discovery	500.00	0:18	Yes	150.00
09/25/2020	Jean Claude Lapuyade	Discovery - Drafted RFP (Set 1)	500.00	3:12	Yes	1,600.00
09/25/2020	Jean Claude Lapuyade	Drafted RFA (Set 1)	500.00	2:48	Yes	1,400.00
09/25/2020	Jean Claude Lapuyade	Discovery - Form Roggs Employment (Set 1)	500.00	0:54	Yes	450.00
09/25/2020	Jean Claude Lapuyade	Emails to/from OC Re Depo	500.00	0:36	Yes	300.00
09/30/2020	Jean Claude Lapuyade	R&R Case Management Statement	500.00	1:00	Yes	500.00
10/02/2020	Jean Claude Lapuyade	R&R Defendant's Answer	500.00	2:12	Yes	1,100.00
10/02/2020	Jean Claude Lapuyade	Emails to/from OC Re Depo Schedule	500.00	0:18	Yes	150.00
10/06/2020	Jean Claude Lapuyade	Legal Research - Motion to Strike and Demurrer to Defenses	500.00	4:30	Yes	2,250.00
10/12/2020	Jean Claude Lapuyade	Discovery - Revised PO Re Class List	500.00	0:24	Yes	200.00
10/12/2020	Jean Claude Lapuyade	Discovery - R&R P.O. and Stipulation Re Class List	500.00	0:54	Yes	450.00
10/14/2020	Jean Claude Lapuyade	Discovery - R&R Depo Notice	500.00	0:30	Yes	250.00
10/15/2020	Jean Claude Lapuyade	Discovery - TCW Client Re SI Responses	500.00	3:30	Yes	1,750.00
10/19/2020	Jean Claude Lapuyade	Discovery - R&R PO Re Class List	500.00	0:24	Yes	200.00
10/19/2020	Jean Claude Lapuyade	Discovery - R&R Documents for RFP Production	500.00	2:18	Yes	1,150.00
10/19/2020	Jean Claude Lapuyade	Discovery - Emails to/from OC Re PO Issues	500.00	0:30	Yes	250.00
10/21/2020	Jean Claude Lapuyade	Legal Research - Discoverability of Employee Phone Records	500.00	3:18	Yes	1,650.00

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
10/21/2020	Jean Claude Lapuyade	Discovery - Drafted SI and RFOP Responses	500.00	4:00	Yes	2,000.00
10/21/2020	Jean Claude Lapuyade	Meet and Confer Re SAC	500.00	0:30	Yes	250.00
10/22/2020	Jean Claude Lapuyade	Discovery - Finalized Discovery Responses	500.00	1:00	Yes	500.00
11/05/2020	Jean Claude Lapuyade	Emails to/from OC Re Stip to File FAC	500.00	0:36	Yes	300.00
11/06/2020	Jean Claude Lapuyade	R&R SAC	500.00	1:00	Yes	500.00
11/09/2020	Jean Claude Lapuyade	Emails to/from OC Re Stip to File Sac	500.00	0:30	Yes	250.00
11/09/2020	Jean Claude Lapuyade	Legal Research - Emergency Order No. 9	500.00	2:06	Yes	1,050.00
11/12/2020	Jean Claude Lapuyade	Emails to/from OC Re Stip	500.00	0:54	Yes	450.00
01/04/2021	Jean Claude Lapuyade	Discovery - Depo Prep Meeting with Client	500.00	3:24	Yes	1,700.00
01/07/2021	Jean Claude Lapuyade	Discovery - Depo Prep w/ Client	500.00	1:18	Yes	650.00
01/14/2021	Jean Claude Lapuyade	Attended Deposition of PLA	500.00	4:30	Yes	2,250.00
01/18/2021	Jean Claude Lapuyade	Drafted CMS for 2/22 CMC	500.00	1:00	Yes	500.00
02/03/2021	Jean Claude Lapuyade	Discovery - R&R Depo Transcript and Summarize	500.00	3:24	Yes	1,700.00
02/04/2021	Jean Claude Lapuyade	Discovery - Meeting with Client Re Depo Review	500.00	5:00	Yes	2,500.00
02/18/2021	Jean Claude Lapuyade	Law and Motion - Prepared for and Attended CMC	500.00	1:24	Yes	700.00
03/11/2021	Jean Claude Lapuyade	Drafted Status Letter to Client	500.00	2:00	Yes	1,000.00
03/18/2021	Jean Claude Lapuyade	TCW Client Re Status	500.00	0:30	Yes	250.00
05/10/2021	Jean Claude Lapuyade	Legal Research - Mediation Brief Issues	500.00	6:00	Yes	3,000.00
05/17/2021	Jean Claude Lapuyade	Fact Investigation - Reviewed Data Produced by Def for Mediation	500.00	5:36	Yes	2,800.00
05/19/2021	Jean Claude Lapuyade	TCW Expert Re Assignment	500.00	1:12	Yes	600.00
05/25/2021	Jean Claude Lapuyade	Read and Revised Mediation Brief	500.00	2:12	Yes	1,100.00
06/01/2021	Jean Claude Lapuyade	Reviewed and Analyzed Expert Report	500.00	2:06	Yes	1,050.00
06/03/2021	Jean Claude	Drafted Status Letter to Client Re Mediation	500.00	1:12	Yes	600.00

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
06/07/2021	Lapuyade Jean Claude Lapuyade	Drafted Client Status Report	500.00	3:48	Yes	1,900.00
06/07/2021	Jean Claude Lapuyade	Drafted CMS for CMC	500.00	1:00	Yes	500.00
06/10/2021	Jean Claude Lapuyade	Prepared for Attended Mediation	500.00	12:00	Yes	6,000.00
06/11/2021	Jean Claude Lapuyade	Settlement - Reviewed OC Comments/Edits to MOU/Made Edits and Executed	500.00	1:30	Yes	750.00
06/11/2021	Jean Claude Lapuyade	TCW Client Re Status	500.00	1:00	Yes	500.00
06/24/2021	Jean Claude Lapuyade	Attended CMC	500.00	0:48	Yes	400.00
07/07/2021	Jean Claude Lapuyade	Settlement - Revised Long Form and Ind. Settlement	500.00	1:00	Yes	500.00
07/13/2021	Jean Claude Lapuyade	Settlement - Reviewed and Revised PAGA Settlement Agreement	500.00	2:06	Yes	1,050.00
09/07/2021	Jean Claude Lapuyade	Legal Research - PAGA Approval Standards	500.00	5:30	Yes	2,750.00
09/07/2021	Jean Claude Lapuyade	R&R Stip to Amend	500.00	0:42	Yes	350.00
09/09/2021	Jean Claude Lapuyade	Law and Motion - Reviewed Approval Motion	500.00	4:12	Yes	2,100.00
Total for Latin v. OneMain (002-127)				217:36		\$108,800.00

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
Latin v. OneMain (002-127)						
03/16/2020	Tesla Stone	Save Attorney Notes	125.00	0:18	Yes	37.50
03/17/2020	Tesla Stone	Save Employee File	125.00	1:00	Yes	125.00
03/17/2020	Tesla Stone	Send CIP; Start New Case file; Send File Demand; File Maintenance	125.00	1:48	Yes	225.00
06/03/2020	Tesla Stone	Review; File and Serve Complaint; File Maintenance	125.00	1:30	Yes	187.50
06/03/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
06/04/2020	Tesla Stone	Submit PAGA; Review Letter; Mail; File Maintenance	125.00	1:00	Yes	125.00
07/27/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
07/30/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
07/31/2020	Tesla Stone	File POS of Complaint; File Maintenance	125.00	0:24	Yes	50.00
08/24/2020	Tesla Stone	File Maintenance DEF MTC	125.00	0:30	Yes	62.50
09/03/2020	Tesla Stone	Draft Dec. to Dismiss; File and Serve; File Maintenance	125.00	0:48	Yes	100.00
09/11/2020	Tesla Stone	Draft Stip. & Order to File FAC; File and Serve; File Maintenance	125.00	0:48	Yes	100.00
09/14/2020	Tesla Stone	File FAC; Review; File Maintenance	125.00	0:54	Yes	112.50
09/14/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
09/15/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
09/16/2020	Tesla Stone	Submit FAC to LWDA	125.00	0:36	Yes	75.00
09/23/2020	Tesla Stone	Draft SI; File and Serve	125.00	0:36	Yes	75.00
10/02/2020	Tesla Stone	File Maintenance; Review DEF answer to FAC	125.00	0:24	Yes	50.00
10/02/2020	Tesla Stone	CMS; File and Serve	125.00	0:42	Yes	87.50
10/05/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
10/22/2020	Tesla Stone	Draft RFP Resp. to DEF; File Maintenance; RPF Verification	125.00	1:42	Yes	212.50
11/13/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
12/01/2020	Tesla Stone	Draft Stip. to File SAC; File and Serve; File Maintenance	125.00	1:00	Yes	125.00
12/01/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
12/01/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
12/01/2020	Tesla Stone	Review Joint Stip.; File Maintenance	125.00	0:24	Yes	50.00
12/02/2020	Tesla Stone	File SAC; File and Serve; File Maintenance	125.00	0:54	Yes	112.50
12/02/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
12/03/2020	Tesla Stone	File Maintenance/ Review DEF resp. to SI	125.00	0:30	Yes	62.50
12/03/2020	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
12/04/2020	Tesla Stone	Save Def Docs	125.00	0:06	Yes	12.50
12/18/2020	Tesla Stone	Review DEF Answer to SAC	125.00	0:24	Yes	50.00
01/21/2021	Tesla Stone	File Maintenance	125.00	0:12	Yes	25.00
01/21/2021	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
02/04/2021	Tesla Stone	File Maintenance' Review DEF CMS	125.00	0:18	Yes	37.50
02/05/2021	Tesla Stone	Draft CMS; File and Serve; File Maintenance	125.00	0:36	Yes	75.00
02/08/2021	Tesla Stone	Draft Ltr. re Depo Declaration; Circulate	125.00	0:48	Yes	100.00
02/16/2021	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
05/14/2021	Tesla Stone	Save Def Docs	125.00	0:06	Yes	12.50
05/28/2021	Tesla Stone	Save Def Docs	125.00	0:06	Yes	12.50
06/02/2021	Tesla Stone	Save Def Docs	125.00	0:06	Yes	12.50
06/07/2021	Tesla Stone	Review Mediation Brief and Circulate	125.00	0:42	Yes	87.50
06/10/2021	Tesla Stone	Save Expert Docs	125.00	0:06	Yes	12.50
06/11/2021	Tesla Stone	MOU Review	125.00	0:30	Yes	62.50
06/21/2021	Tesla	Draft Joint CMS; File and Serve; File Maintenance	125.00	0:42	Yes	87.50

JCL Law Firm

Time Activities by Customer Detail

Activity: All Dates

ACTIVITY DATE	EMPLOYEE	MEMO/DESCRIPTION	RATES	DURATION	BILLABLE	AMOUNT
	Stone					
06/22/2021	Tesla Stone	Submit Amended PAGA Ltr.; Mail; File Maintenance	125.00	1:00	Yes	125.00
06/30/2021	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
07/19/2021	Tesla Stone	Save Expert Docs	125.00	0:06	Yes	12.50
08/17/2021	Tesla Stone	SAR Review (Indiv. & PAGA)	125.00	1:00	Yes	125.00
09/07/2021	Tesla Stone	Review TAC; File and Serve; File Maintenance	125.00	1:00	Yes	125.00
09/07/2021	Tesla Stone	Draft Stip. to File TAC; File and Serve; File Maintenance	125.00	0:36	Yes	75.00
09/07/2021	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
09/09/2021	Tesla Stone	File Maintenance	125.00	0:06	Yes	12.50
Total for Latin v. OneMain (002-127)				25:48		\$3,225.00

EXHIBIT 4

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
--------------	------------

Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

EXHIBIT 5



ZAKAY LAW GROUP

A PROFESSIONAL LAW CORPORATION

Client #28401

June 4, 2020

Via Online Filing to LWDA and Certified Mail to Defendant

Labor and Workforce Development Agency

Online Filing

**ONEMAIN GENERAL SERVICES
CORPORATION**

c/o C T CORPORATION SYSTEM
818 West Seventh Street
Suite 930
Los Angeles, CA 90017

Re: Notice of Violations of California Labor Code Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1198 1198.5 & 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff Rachel Latin ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against OneMain General Services Corporation, a Delaware Corporation ("Defendants"). Plaintiff was employed by Defendants in California between June 2016 and January 2020 as a non-exempt employee, entitled to payment of all wages and the legally required meal and rest breaks, as well as certain non-discretionary incentive payments. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Defendants also miscalculated Plaintiff's and other aggrieved employees' regular rate for purposes of overtime and meal and rest break premiums. Defendants also failed to reimburse Plaintiff and other aggrieved employees for business-related expenses. Defendants also prohibited Plaintiff and other aggrieved employees from disclosing information regarding their wages. As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a).. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1198 1198.5 & 2802, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized, flowing script.

Shani O. Zakay
Attorney for Rachel Latin

JEAN-CLAUDE LAPUYADE (SBN 248676)

JLAPUYADE@JCL-LAWFIRM.COM

JCL LAW FIRM, APC

3990 OLD TOWN AVENUE, SUITE C204

SAN DIEGO, CA 92110

TEL: (619) 599-8292

FAX: (619) 599-8291

SHANI O. ZAKAY (SBN 277924)

ZAKAY LAW GROUP, APLC

5850 OBERLIN DRIVE, SUITE 230A

SAN DIEGO, CA 92121

TEL: (619) 255-9047

FAX: (619) 404-9203

ATTORNEYS FOR PLAINTIFF

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF STANISLAUS**

RACHEL LATIN, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

ONEMAIN GENERAL SERVICES
CORPORATION., a Delaware Corporation;
and DOES 1 through 50, Inclusive;

DEFENDANTS.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
8. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802
9. ILLEGAL RESTRICTIONS ON DISCLOSURE

DEMAND FOR JURY TRIAL

1
2 Plaintiff RACHEL LATIN (“PLAINTIFF”) an individual, on behalf of herself and all other
3 similarly situated current and former employees alleges on information and belief, except for her own
4 acts and knowledge which are based on personal knowledge, the following:

5 **THE PARTIES**

6 1. Defendant ONEMAIN GENERAL SERVICES CORPORATION (“DEFENDANT”) is a
7 Delaware Corporation that at all relevant times mentioned herein conducted and continues to conduct
8 substantial business in the state of California, county of Stanislaus, City of Modesto, offers financial
9 services throughout the United States, including California.

10 2. The true names and capacities, whether individual, corporate, subsidiary, partnership,
11 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
12 PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc.
13 Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
14 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
15 believes, and based upon that information and belief allege, that the Defendants named in this
16 Complaint, including DOES 1 through 50, inclusive (hereinafter collectively “DEFENDANTS”), are
17 responsible in some manner for one or more of the events and happenings that proximately caused the
18 injuries and damages hereinafter alleged.

19 3. The agents, servants and/or employees of the DEFENDANTS and each of them acting on
20 behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent,
21 servant and/or employee of the DEFENDANT, and personally participated in the conduct alleged
22 herein on behalf of the DEFENDANT with respect to the conduct alleged herein. Consequently, the
23 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are
24 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a
25 proximate result of the conduct of the DEFENDANTS’ agents, servants and/or employees.

26 4. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
27 PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or caused
28

1 to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
2 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to
3 civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

4 5. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
5 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
6 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee
7 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties
8 for each underpaid employee.

9 6. PLAINTIFF has been employed by DEFENDANTS at its Modesto branch, as a non-
10 exempt loan officer/specialist, paid on an hourly basis, entitled to certain non-discretionary incentive
11 compensation, bonuses, overtime pay and legally compliant meal and rest periods from June 2016 until
12 January 2020.

13 7. PLAINTIFF brings this Class Action on behalf of herself and on behalf of all of
14 DEFENDANTS current and former non-exempt California employees (the "CALIFORNIA CLASS")
15 at any time between April 6, 2016 and a date determined by the Court (the "CLASS PERIOD"). The
16 amount in controversy for the aggregate claim of CALIFORNIA CLASS members is
17 under five million dollars (\$5,000,000.00).

18 8. PLAINTIFF brings this Class Action on behalf of herself and on behalf of the CALIFORNIA
19 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
20 CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which (1) failed to provide
21 PLAINTIFF and the CALIFORNIA CLASS with legally complaint meal and rest periods or an
22 additional hour of pay at the regular rate of compensation in *lieu* thereof in violation of California Labor
23 Code Sections 226.7(c), 512(a) and the applicable Industrial Welfare Commission Wage Order, (2)
24 failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in violation of, *inter*
25 *alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1, and (3) failed to provide accurate
26 itemized wage statements in violation of California Labor Code Sections 226 and 226.3.

1 9. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair and
2 deceptive business practices whereby DEFENDANTS retained and continues to retain wages due
3 PLAINTIFF and the other members of the CALIFORNIA CLASS.

4 10. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
5 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
6 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS's past
7 and current unlawful conduct, and all other appropriate legal and equitable relief.

8 **JURISIDICITION AND VENUE**

9 11. This Court has jurisdiction over this Action pursuant to California Code of Civil
10 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is
11 brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
12 DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

13 12. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
14 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, resides in this County,
15 and DEFENDANTS (i) currently maintains and at all relevant times maintained offices and facilities
16 in this County and/or conducts substantial business in this County, and (ii) committed the wrongful
17 conduct herein alleged in this County against members of the CALIFORNIA CLASS.

18 **THE CONDUCT**

19 13. In violation of the applicable sections of the California Labor Code and the requirements
20 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
21 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally
22 complaint meal and rest period, failed to accurately compensate PLAINTIFF and the other members of
23 the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other
24 members of the CALIFORNIA CLASS for all time worked, and failed to issue to PLAINTIFF and the
25 members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other
26 things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time
27 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
28 purposefully avoid the accurate and full payment for all time worked as required by California law

1 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
2 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
3 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

4 **A. Meal Period Violations**

5 14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
6 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked, meaning
7 the time during which an employee is subject to the control of an employer, including all the time the
8 employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD, as a result
9 of their overburdened work requirements, inadequate staffing and not being relived of cordless
10 communication devices during their shifts, DEFENDANTS required PLAINTIFF and CALIFORNIA
11 CLASS members to work without paying them for all the time they were under DEFENDANTS'
12 control. Specifically, DEFENDANTS required PLAINTIFF to work while clocked out during what
13 was supposed to be PLAINTIFF's off-duty meal break. DEFENDANT required PLAINTIFF and
14 members of the CALIFORNIA CLASS to be available on their cell phones throughout their works
15 shifts and to remain at the ready to respond to work related issues and tasks communicated through the
16 phone. DEFENDANT did not have a policy or practice to relieve PLAINTIFF and the members of the
17 CALIFORNIA CLASS of their phones during what was supposed to be an off-duty meal period.
18 PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should
19 have been PLAINTIFF's off-duty meal break. As a result, the PLAINTIFF and other CALIFORNIA
20 CLASS members forfeited minimum wage and overtime wages by regularly working without their time
21 being accurately recorded and without compensation at the applicable minimum wage and overtime
22 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
23 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

24 15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
25 schedules, inadequate staffing and not being relieved of cordless communication devices, PLAINTIFF
26 and other CALIFORNIA CLASS members were from time to time unable to take thirty (30) minute
27 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
28 CALIFORNIA CLASS members were required from time to time to perform work as ordered by

1 DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break.
2 Further, DEFENDANTS from time to time failed to provide PLAINTIFF and CALIFORNIA CLASS
3 members with a second off-duty meal period for some workdays in which these employees were
4 required by DEFENDANTS to work ten (10) hours of work from time to time. The nature of the work
5 performed by the PLAINTIFF and the members of the CALIFORNIA CLASS does not qualify for
6 limited and narrowly construed “on-duty” meal period exception. PLAINTIFF and other members of
7 the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in
8 accordance with DEFENDANTS’ strict corporate policy and practice. DEFENDANTS failed to
9 maintain adequate staffing levels while increasing the production levels for each employee at the busy
10 airports they provided services for.

11 **B. Rest Period Violations**

12 16. Pursuant to the Industrial Welfare Commission Wage Orders and the California Labor
13 Codes, an employer shall authorize and permit all employees to take a rest period, which so far as
14 practical shall be in the middle of each work period. Generally, an employer must provide ten (10)
15 minutes of paid rest for every four hours or major fraction thereof. If an employer fails to provide an
16 employee a rest period, the employer shall pay the employee one (1) hour of pay at the employee’s
17 regular rate of compensation for each workday that the rest period is not provided.

18 17. From time-to-time during the CLASS PERIOD, as a result of their overburdened work
19 requirements, inadequate staffing and not being relieved of cordless communication devices during their
20 shifts, PLAINTIFF and other CALIFORNIA CLASS members were also required from time to time to
21 work in excess of four (4) hours without being provided duty-free ten (10) minute rest periods. Further,
22 these employees were denied their first duty-free rest periods of at least ten (10) minutes for some shifts
23 worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least
24 ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and
25 a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
26 or more from time to time. DEFENDANT required PLAINTIFF and members of the CALIFORNIA
27 CLASS to carry cordless communication devices and to remain at the ready to respond to work related
28 issues and tasks communicated through the cordless communication device throughout their works

1 shifts. DEFENDANT did not have a policy or practice to relieve PLAINTIFF and the members of the
2 CALIFORNIA CLASS of their communication device during what was supposed to be an off-duty rest
3 period. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour
4 wages in lieu thereof.

5 **C. Overtime Regular Rate Violation**

6 18. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and continue to
7 fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS members for
8 their overtime hours worked. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
9 forfeited wages due them for working overtime without compensation at the correct overtime rates.
10 DEFENDANTS' uniform policy and practice to not pay the CALIFORNIA CLASS members the
11 correct overtime rate for all overtime worked in accordance with applicable law is evidenced by
12 DEFENDANTS' business records.

13 19. State law provides that employees must be paid overtime at one-and-one-half times their
14 "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were compensated at
15 an hourly rate plus flat-sum incentive pay that was tied to specific elements of an employee's
16 performance.

17 20. The second component of PLAINTIFF'S and other CALIFORNIA CLASS members'
18 compensation was DEFENDANTS' flat-sum non-discretionary incentive program that paid
19 PLAINTIFF and other CLASS MEMBERS flat-sum incentive wages based on their performance for
20 DEFENDANTS. The flat-sum non-discretionary bonus program provided all employees paid on an
21 hourly basis with flat-sum bonus compensation when the employees met the various performance goals
22 set by DEFENDANTS. These flat-sum incentive payments are identified as "INS COMM" and "Group
23 Term Life" in the wage statements issued by DEFENDANTS to PLAINTIFF and the other
24 CALIFORNIA CLASS members.

25 21. However, from-time-to-time, when calculating the regular rate of pay, in those pay periods
26 where PLAINTIFF and other CALIFORNIA CLASS members worked overtime and earned this flat-
27 sum non-discretionary bonus, DEFENDANTS failed to accurately include the flat-sum non-
28 discretionary bonus compensation as part of the employees' "regular rate of pay" and/or calculated all

1 hours worked rather than just all non-overtime hours worked. Management and supervisors described
2 the incentive/bonus program to potential and new employees as part of the compensation package. As
3 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS
4 members must be included in the “regular rate of pay.” The failure to do so has resulted in a systematic
5 underpayment of overtime compensation to PLAINTIFF and other CALIFORNIA CLASS members
6 by DEFENDANTS.

7 22. In violation of the applicable sections of the California Labor Code and the requirements
8 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
9 policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the
10 other members of the CALIFORNIA CLASS at the correct rate of pay for all overtime worked. This
11 uniform policy and practice of DEFENDANTS is intended to purposefully avoid the payment of the
12 correct overtime compensation as required by California law which allowed DEFENDANTS to
13 illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent
14 equitable tolling operates to toll claims by the CALIFORNIA CLASS members against
15 DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

16 **D. Meal Period Premium Violations**

17 23. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and continue to
18 fail to accurately calculate and pay PLAINTIFF and the other members of the CALIFORNIA CLASS
19 their missed meal and rest period premiums. As a result, PLAINTIFF and the other CALIFORNIA
20 CLASS members forfeited wages due them for their missed meal and rest periods without
21 compensation at the correct missed meal and rest period rates. DEFENDANTS’ uniform policy and
22 practice to not pay the CALIFORNIA CLASS members the correct rate for all missed meal and rest
23 period premium payment in accordance with applicable law is evidenced by DEFENDANTS’ business
24 records.

25 24. State law provides that employees must be paid premium hour of pay at the employee’s
26 “regular rate of compensation” for each workday that the meal or rest period is not provided.
27 PLAINTIFF and other CALIFORNIA CLASS members were compensated at an hourly rate plus a
28 non-discretionary incentive pay that was tied to specific elements of an employee’s performance. These

1 non-discretionary incentive payments are identified as “INS COMM” and “Group Term Life” in the
2 wage statements issued by DEFENDANTS to PLAINTIFF and the other CALIFORNIA CLASS
3 members.

4 25. The second component of PLAINTIFF’s and other CALIFORNIA CLASS members’
5 compensation was DEFENDANTS’ non-discretionary incentive program that paid PLAINTIFF and
6 other members of the CALIFORNIA CLASS incentive wages based on their performance for
7 DEFENDANTS. The non-discretionary incentive program provided all employees paid on an hourly
8 basis with incentive compensation when the employees met the various performance goals set by
9 DEFENDANTS. However, when calculating the regular rate of pay in order to pay missed rest and
10 meal period premiums to PLAINTIFF and other CALIFORNIA CLASS members, DEFENDANTS
11 failed to include the incentive compensation as part of the employees’ “regular rate of compensation”
12 for purposes of calculating missed rest and meal period premiums. Management and supervisors
13 described the incentive program to potential and new employees as part of the compensation package.
14 As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
15 CLASS members must be included in the “regular rate of compensation.” The failure to do so has
16 resulted in a systematic underpayment of premium pay for missed meal and rest periods to PLAINTIFF
17 and other CALIFORNIA CLASS members by DEFENDANTS.

18 26. In violation of the applicable sections of the California Labor Code and the requirements
19 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
20 policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the
21 other members CALIFORNIA CLASS at the correct rate of pay for all missed meal and rest period
22 premiums. This uniform policy and practice of DEFENDANTS is intended to purposefully avoid the
23 payment of the correct missed meal and rest period premium compensation as required by California
24 law which allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors
25 who complied with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
26 CLASS members against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

1 **E. Reporting Time Violations**

2 27. Frequently, DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS
3 Members to come into work on the weekends and engage in work for shifts lasting less than half of
4 their usual scheduled day's work. In such a circumstance of reporting for work, DEFENDANTS failed
5 to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision
6 5(A) states: "Each workday an employee is required to report for work and does report, but is not put
7 to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall
8 be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more
9 than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum
10 wage.." Cal. Code Regs., tit. 8 § 11040, subd. 5(A).

11 **F. Labor Code Section 2802 Violations**

12 28. DEFENDANTS as a matter of corporate policy, practice and procedure, intentionally,
13 knowingly and systematically failed to reimburse and indemnify the PLAINTIFF and the other
14 CALIFORNIA CLASS Members for required business expenses incurred by the PLAINTIFF and other
15 CALIFORNIA CLASS Members in direct consequence of discharging their duties on behalf of
16 DEFENDANTS. Under California Labor Code Section 2802, employers are required to indemnify
17 employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code §
18 2802 expressly states that "an employer shall indemnify his or her employee for all necessary
19 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
20 duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the
21 employee, at the time of obeying the directions, believed them to be unlawful."

22 29. In the course of their employment, PLAINTIFF and other CALIFORNIA CLASS
23 Members as a business expense, were required by DEFENDANTS to use their own personal cellular
24 phones as a result of and in furtherance of their job duties as employees for DEFENDANTS but were
25 not reimbursed or indemnified by DEFENDANTS for the cost associated with the use of their personal
26 cellular phones for DEFENDANTS' benefit. Specifically, PLAINTIFF and other CALIFORNIA
27 CLASS Members were required by DEFENDANTS to use their personal cell phones to for work related
28 issues. As a result, in the course of their employment with DEFENDANTS the PLAINTIFF and other

1 members of the CALIFORNIA CLASS incurred unreimbursed business expenses which included, but
2 were not limited to, costs related to the use of their personal cellular phones all on behalf of and for the
3 benefit of DEFENDANTS.

4 **G. Wage Statement Violations**

5 30. California Labor Code Section 226 requires an employer to furnish its employees an
6 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
7 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
8 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
9 employee and only the last four digits of the employee's social security number or an employee
10 identification number other than a social security number, (8) the name and address of the legal entity
11 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate by the employee.

13 31. From time to time during the CLASS PERIOD, when PLAINTIFF and other
14 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurate missed meal
15 and rest period premiums, or were paid overtime in the same pay period where they earned a non-
16 discretionary incentive award, DEFENDANTS also failed to provide PLAINTIFF and the other
17 members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to
18 show, among other things, all applicable hourly rates in effect during the pay period and the
19 corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or
20 missed meal and rest periods.

21 32. Additionally, from time-to-time during the CLASS PERIOD, DEFENDANTS issued
22 PLAINTIFF and members of the CALIFORNIA CLASS inaccurate wage statements that failed to
23 show, among other things, all applicable hourly rates in effect during the pay period and the
24 corresponding amount of time worked at each hourly rate and correct rates of pay. For instance, for
25 the pay period between June 3, 2019 and June 16, 2019, PLAINTIFF received remuneration from
26 DEFENDANTS described as "Retro Pay" in the gross amount of \$21.46. DEFENDANTS violated
27 California Labor Code Section 226 by failing to list the applicable hourly rate and the corresponding
28 number of hours worked at the applicable hourly rate for this line item of remuneration described as

1 “Retro Pay”. PLAINTIFF, and all those similarly situated members of the CALIFORNIA CLASS,
2 suffered damage as a result of DEFENDANTS’ aforementioned violation because he could not
3 promptly and easily determine from the wage statement alone the applicable hourly rate and the
4 corresponding number of hours worked at the applicable hourly rate for this line item of remuneration
5 described as “Retro Active”.

6 33. As a result, DEFENDANTS issued PLAINTIFF and the other members of the
7 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
8 DEFENDANTS’ violations are knowing and intentional, were not isolated or due to an unintentional
9 payroll error due to clerical or inadvertent mistake.

10 **H. Unlawful Restrictions on Disclosure**

11 34. DEFENDANTS also adopted and enforced a policy and practice of compelling
12 employees to agree to a confidentiality agreement containing an unlawful non-disclosure provision as
13 a condition of their employment. The agreement bars PLAINTIFF and other members of the
14 CALIFORNIA LABOR SUB-CLASS, from divulging certain confidential information, directly or
15 indirectly, without DEFENDANTS’ consent, except in the course of performance of authorized job
16 duties performed for DEFENDANTS and only as necessary to perform those job duties. The
17 confidential information is defined to include “salary and other information about employees.”

18 35. By requiring PLAINTIFF and other Members of the CALIFORNIA LABOR SUB-
19 CLASS to accept the CNDA as a condition of employment, DEFENDANTS violated numerous
20 California Labor Code provisions protecting workers’ rights to disclose certain information, including
21 but not limited to their wage information. The agreement acts as a continuing prohibition on the
22 disclosure of information from the date it is entered into and continues in perpetuity according to the
23 agreement.

24 36. To date, DEFENDANT has not fully paid PLAINTIFF the overtime compensation, and
25 the meal and rest break premiums still owed to him or any penalty wages owed to him under Cal. Lab.
26 Code § 203.

27 //

28 //

CLASS ACTION ALLEGATIONS

37. PLAINTIFF brings the First through Ninth Causes of Action as a class action pursuant to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current and former non-exempt California employees ("CALIFORNIA CLASS") between April 6, 2016 and a date determined by the Court ("CLASS PERIOD").

38. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failure to reimburse for expenses, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

39. The members of the class are so numerous that joinder of all class members is impractical.

40. Common questions of law and fact regarding DEFENDANTS' conduct, including but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of compensation for missed meal and rest period premiums, failing to reimburse for expenses, failure to pay reporting time, failing to provide legally compliant meal and rest periods, failure to provide accurate itemized wage statements accurate, and failure ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

a. Whether DEFENDANTS maintained legally compliant meal period policies and practices;

b. Whether DEFENDANTS maintained legally compliant rest period policies and practices;

c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members accurate premium payments for missed meal and rest periods;

d. Whether DEFENDANTS failed to pay PLAINTIFF and the

CALIFORNIA CLASS members accurate overtime wages.

e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members at least minimum wage for all hours worked.

f. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members reporting time.

g. Whether DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for business-related expenses.

h. Whether DEFENDANTS issued legally compliant wage statements;

i. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;

j. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;

k. Whether DEFENDANTS committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods; and,

41. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS' conduct and actions alleged herein.

42. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same interests as the other members of the class.

43. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS members.

44. PLAINTIFF retained able class counsel with extensive experience in class action

1 litigation.

2 45. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests
3 of the other CALIFORNIA CLASS members.

4 46. There is a strong community of interest among PLAINTIFF and the members of the
5 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient
6 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

7 47. The questions of law and fact common to the CALIFORNIA CLASS members
8 predominate over any questions affecting only individual members, including legal and factual issues
9 relating to liability and damages.

10 48. A class action is superior to other available methods for the fair and efficient adjudication
11 of this controversy because joinder of all class members is impractical. Moreover, since the damages
12 suffered by individual members of the class may be relatively small, the expense and burden of
13 individual litigation makes it practically impossible for the members of the class individually to redress
14 the wrongs done to them. Without class certification and determination of declaratory, injunctive,
15 statutory and other legal questions within the class format, prosecution of separate actions by individual
16 members of the CALIFORNIA CLASS will create the risk of:

17 a. Inconsistent or varying adjudications with respect to individual members of the
18 CALIFORNIA CLASS which would establish incompatible standards of conduct for the
19 parties opposing the CALIFORNIA CLASS; and/or,

20 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
21 which would as a practical matter be dispositive of the interests of the other members not
22 party to the adjudication or substantially impair or impeded their ability to protect their
23 interests.

24 49. Class treatment provides manageable judicial treatment calculated to bring an efficient
25 and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of
26 DEFENDANTS.

27 //

28 //

1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

5 50. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

7 51. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code §
8 17021.

9 52. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair
10 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes
11 injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

12 Any person who engages, has engaged, or proposes to engage in unfair
13 competition may be enjoined in any court of competent jurisdiction. The
14 court may make such orders or judgments, including the appointment of a
15 receiver, as may be necessary to prevent the use or employment by any
16 person of any practice which constitutes unfair competition, as defined in
17 this chapter, or as may be necessary to restore to any person in interest any
18 money or property, real or personal, which may have been acquired by
19 means of such unfair competition.

20 Cal. Bus. & Prof. Code § 17203.

21 53. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
22 CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in
23 violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
24 “UCL”), by engaging and continuing to engage in business practices which violates California law,
25 including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations
26 and the California Labor Code including Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194,
27 1197, 1197.1, 1198 & 2802, for which this Court should issue declaratory and other equitable relief
28 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct

1 held to constitute unfair competition, including restitution of wages wrongfully withheld.

2 54. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair in that
3 these practices violated public policy, were immoral, unethical, oppressive, unscrupulous or
4 substantially injurious to employees, and were without valid justification or utility for which this Court
5 should issue equitable and injunctive relief pursuant to Section 17203 of the California Business &
6 Professions Code, including restitution of wages wrongfully withheld.

7 55. By the conduct alleged herein, DEFENDANTS' practices were deceptive and fraudulent
8 in that DEFENDANTS' uniform policy and practice failed to, *inter alia*, provide the legally mandated
9 meal and rest periods, the required accurate amount of compensation for missed meal and rest periods,
10 overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic
11 business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial
12 Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
13 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
14 restitution of wages wrongfully withheld.

15 56. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
16 deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the other members of
17 the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

18 57. By the conduct alleged herein, DEFENDANTS' practices were also unlawful, unfair and
19 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to, *inter alia*,
20 provide the legally mandated meal and rest periods, the required accurate amount of compensation for
21 missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
22 statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal.
23 Labor Code.

24 58. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
25 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal period
26 was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in
27 which a second off-duty meal period was not timely provided for each ten (10) hours of work.

28 59. PLAINTIFF further demands on behalf of herself and on behalf of each CALIFORNIA

1 CLASS member, one (1) hour of pay for each workday in which an off duty paid rest period was not
2 timely provided as required by law.

3 60. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the
4 CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
5 calculated overtime and missed meal and rest periods premiums.

6 61. By and through the unlawful and unfair business practices described herein,
7 DEFENDANTS has obtained valuable property, money and services from PLAINTIFF and the other
8 members of the CALIFORNIA CLASS, including earned wages for all overtime worked, and has
9 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of
10 these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly
11 compete against competitors who comply with the law.

12 62. All the acts described herein as violations of, among other things, the Industrial Welfare
13 Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were
14 unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were
15 deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal.
16 Bus. & Prof. Code §§ 17200, *et seq.*

17 63. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do,
18 seek such relief as may be necessary to restore to them the money and property which DEFENDANTS
19 has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been
20 deprived, by means of the above described unlawful and unfair business practices, including earned but
21 unpaid wages for all overtime worked.

22 64. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to,
23 and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and
24 that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and
25 unfair business practices in the future.

26 65. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
27 and/or adequate remedy at law that will end the unlawful and unfair business practices of
28 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result

1 of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of
2 the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic
3 harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair
4 business practices.

5 **SECOND CAUSE OF ACTION**

6 **For Failure to Pay Overtime Compensation**

7 **[Cal. Lab. Code §§ 510, *et seq.*]**

8 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

9 66. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
10 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

11 67. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period between
12 April 6, 2016 and the present (“LABOR CLASS PERIOD”) bring a claim for DEFENDANTS’ willful
13 and intentional violations of the California Labor Code and the Industrial Welfare Commission
14 requirements for DEFENDANTS’ failure to pay these employees for all overtime worked, including,
15 work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
16 forty (40) hours in any workweek.

17 68. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy,
18 an employer must timely pay its employees for all hours worked.

19 69. Cal. Lab. Code § 510 further provides that employees in California shall not be employed
20 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they
21 receive additional compensation beyond their regular wages in amounts specified by law.

22 70. Cal. Lab. Code § 1194 establishes an employee’s right to recover unpaid wages, including
23 overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198
24 further states that the employment of an employee for longer hours than those fixed by the Industrial
25 Welfare Commission is unlawful.

26 71. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
27 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
28 worked or were not accurately compensated for all overtime hours worked.

1 72. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
3 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other
4 CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the other
5 members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed
6 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours
7 in any workweek.

8 73. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
9 calculated the amount of overtime worked and the applicable overtime rates and consequently underpaid
10 the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS.
11 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits
12 in violation of the California Labor Code, the Industrial Welfare Commission requirements and other
13 applicable laws and regulations.

14 74. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
15 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
16 all overtime worked.

17 75. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
18 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other
19 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
20 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude
21 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on
22 behalf of himself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-
23 negotiable, non-waivable rights provided by the State of California.

24 76. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
25 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
26 to pay all earned wages.

27 77. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
28 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum

1 hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF
2 and the other members of the CALIFORNIA CLASS were required to work, and did in fact work,
3 overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime
4 rate as evidenced by DEFENDANTS' business records and witnessed by employees.

5 78. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
6 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
7 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
8 suffer an economic injury in amounts which are presently unknown to them and which will be
9 ascertained according to proof at trial.

10 79. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
11 the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS
12 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
13 employees for their labor as a matter of uniform company policy, practice and procedure, and
14 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
15 members of the CALIFORNIA CLASS for overtime worked.

16 80. In performing the acts and practices herein alleged in violation of California labor laws,
17 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
18 them with the requisite overtime compensation, DEFENDANTS acted and continues to act intentionally,
19 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS
20 with a conscious of and utter disregard for their legal rights, or the consequences to them, and with the
21 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury
22 in order to increase company profits at the expense of these employees

23 81. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
24 recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as
25 well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
26 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
27 determined to be owed to the CALIFORNIA CLASS members who have terminated their employment,
28 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals

are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

For Failure to Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

82. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

83. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members during the LABOR CLASS PERIOD.

84. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

85. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

86. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

87. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without compensation. Further, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to report to a scheduled workday without paying her for at least four hours. Further, as set

1 forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny
2 timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.

3 88. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
4 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
5 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members
6 of the CALIFORNIA CLASS in regard to minimum wage pay.

7 89. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
8 calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF
9 and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an illegal attempt to avoid
10 the payment of all earned wages, and other benefits in violation of the California Labor Code, the
11 Industrial Welfare Commission requirements and other applicable laws and regulations.

12 90. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
13 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct minimum
14 wage compensation for their time worked for DEFENDANTS.

15 91. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
16 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
17 to pay all earned wages.

18 92. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
19 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
20 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
21 suffer an economic injury in amounts which are presently unknown to them and which will be
22 ascertained according to proof at trial.

23 93. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
24 the CALIFORNIA CLASS were under compensated for their time worked. DEFENDANTS
25 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
26 employees for their labor as a matter of uniform company policy, practice and procedure, and
27 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
28 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

94. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide them with the requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

95. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

FOURTH CAUSE OF ACTION

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

96. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

97. From time-to-time during the LABOR CLASS PERIOD, as a result of their overburdened work requirements, inadequate staffing and not being relieved of cordless communication devices during their shifts, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA CLASS

1 members did not prevent these employees from being relieved of all of their duties for the legally
2 required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other
3 CALIFORNIA CLASS members were from time to time not fully relieved of duty by DEFENDANTS
4 for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFF and the
5 CALIFORNIA CLASS members with legally required meal breaks prior to their fifth (5th) hour of work
6 is evidenced by DEFENDANTS' business records from time to time. Further, DEFENDANTS failed to
7 provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal period in some
8 workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work.
9 As a result, PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal
10 breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy
11 and practice.

12 98. DEFENDANTS further violates California Labor Code §§ 226.7 and the applicable IWC
13 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not
14 provided a meal period, in accordance with the applicable Wage Order, one additional hour of
15 compensation at each employee's regular rate of compensation for each workday that a meal period was
16 not provided.

17 99. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA
18 CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned
19 and due, interest, penalties, expenses and costs of suit.

20 **FIFTH CAUSE OF ACTION**

21 **For Failure to Provide Required Rest Periods**

22 **[Cal. Lab. Code §§ 226.7 & 512]**

23 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

24 100. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
25 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

26 101. From time-time during the LABOR CLASS PERIOD, as a result of their overburdened
27 work requirements, inadequate staffing and not being relived of cordless communication devices during
28 their shifts, PLAINTIFF and other CALIFORNIA CLASS members were from time to time required to

1 work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these
2 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
3 least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts
4 worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
5 (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
6 CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As a
7 result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were
8 periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

9 102. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC
10 Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not
11 provided a rest period, in accordance with the applicable Wage Order, one additional hour of
12 compensation at each employee's regular rate of compensation for each workday that rest period was
13 not provided.

14 103. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA
15 CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned
16 and due, interest, penalties, expenses and costs of suit.

17 **SIXTH CAUSE OF ACTION**

18 **For Failure to Provide Accurate Itemized Statements**

19 **[Cal. Lab. Code §§ 226 and 226.2]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

21 104. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

23 105. Cal. Labor Code § 226 provides that an employer must furnish employees with an
24 "accurate itemized" statement in writing showing:

- 25 1. Gross wages earned;
- 26 2. Total hours worked by the employee, except for any employee
27 whose compensation is solely based on a salary and who is exempt from
28 payment of overtime under subdivision (a) of Section 515 or any applicable

order of the Industrial Welfare Commission;

3. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

4. All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;

5. Net wages earned;

6. The inclusive dates of the period for which the employee is paid,

7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,

8. The name and address of the legal entity that is the employer, and

9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

106. From time-to-time during the LABOR CLASS PERIOD, DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to accurately show, among other things, (1) total number of hours worked, (2) net wages earned, (3) gross wages earned and (7) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of California Labor Code Section 226.

107. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code § 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for the overtime worked and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and

penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN DUE

(Cal. Lab. Code §§201, 202, 203)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS Against All DEFENDANTS)

108. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

109. Cal. Lab. Code § 200 provides that:

As used in this article:(a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation. (b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

110. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

111. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

112. There is no definite term in PLAINTIFF's or any CALIFORNIA CLASS members' employment contract.

113. Cal. Lab. Code § 203 provides:

1 If an employer willfully fails to pay, without abatement or reduction, in
2 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
3 employee who is discharged or who quits, the wages of the employee shall
4 continue as a penalty from the due date thereof at the same rate until paid
or until an action therefor is commenced; but the wages shall not continue
for more than 30 days.

5 114. During the LABOR CLASS PERIOD, the employment of many CALIFORNIA CLASS
6 members terminated, and DEFENDANTS have not tendered payment of wages, to these employees
7 who missed meal and rest breaks and/or were underpaid overtime, or worked off the clock during what
8 was supposed to be off duty meal periods, as required by law.

9 115. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members
10 of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty days of pay as
11 penalty for not paying all wages due at time of termination for all employees who terminated
12 employment during the LABOR CLASS PERIOD, and demands an accounting and payment of all
13 wages due, plus interest and statutory costs as allowed by law.

14 **EIGHTH CAUSE OF ACTION**

15 **FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRES EXPENSES**

16 **(Cal. Lab. Code §§ 2802)**

17 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
18 **Defendants)**

19 116. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
20 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
21 Complaint.

22 117. Cal. Lab. Code § 2802 provides, in relevant part, that:

23 An employer shall indemnify his or her employee for all necessary expenditures or losses
24 incurred by the employee in direct consequence of the discharge of his or her duties, or of his
25 or her obedience to the directions of the employer, even though unlawful, unless the
26 employee, at the time of obeying the directions, believed them to be unlawful.

27 118. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by failing to
28 indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for

1 required expenses incurred in the discharge of their job duties for DEFENDANT's benefit.
2 DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
3 members for expenses which included, but were not limited to, costs related to using their personal
4 cellular phones all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and
5 other CALIFORNIA CLASS Members were required by DEFENDANT to use their personal cell
6 phones to respond to work related issues. DEFENDANT's uniform policy, practice and procedure was
7 to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses
8 resulting from using their personal cellular phones for DEFENDANT within the course and scope of
9 their employment for DEFENDANT. These expenses were necessary to complete their principal job
10 duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation.
11 Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA
12 LABOR SUB-CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFF and
13 the CALIFORNIA LABOR SUB-CLASS members for these expenses as an employer is required to
14 do under the laws and regulations of California.

15 119. PLAINTIFF therefore demand reimbursement for expenditures or losses incurred by
16 them and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job duties for
17 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate
18 and costs under Cal. Lab. Code § 2802.

19 **NINTH CAUSE OF ACTION**

20 **ILLEGAL RESTRICTIONS ON DISCLOSURE**

21 **(Cal. Lab. Code §1102.5)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and against all**
23 **Defendants)**

24 120. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
25 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
26 Complaint.

27 121. Labor Code § 1102.5(a) prohibits an employer from making, adopting, or enforcing any
28 rule, regulation, or policy preventing an employee from disclosing information to a government or law

1 enforcement agency, to a person with authority over the employee, or to another employee who has
2 authority to investigate, discover, or correct the violation or noncompliance, from providing
3 information to, or testifying before, any public body conducting an investigation, hearing, or inquiry,
4 if the employee has reasonable cause to believe that the information discloses a violation or state or
5 federal statute, or a violation of or noncompliance with a local, state or federal rule or regulation,
6 regardless of whether disclosing the information is part of the employee's job duties.

7 122. Labor Code § 1102.5(f) provides: "In addition to other penalties, an employer that is a
8 corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars
9 (\$10,000) for each violation of this section."

10 123. DEFENDANTS required PLAINTIFF to sign a Confidentiality and Non- Disclosure
11 Agreement that prohibited him from disclosing any non-public information of commercial value. This
12 expressly includes, without limitation, his wages, the identities of his coworkers, training methods,
13 operation methods, office protocols and systems, and programs and systems. PLAINTIFF was subject
14 to that prohibition throughout his employment. Even after the termination of his employment with
15 DEFENDANT, PLAINTIFF remains subject to that prohibition.

16 124. The restrictions imposed by DEFENDANTS lack any exception to permit any of the
17 disclosures discussed in Labor Code § 1102.5(a). Simply, the Confidentiality and Non- Disclosure
18 Agreement prohibits employees from disclosing any non-public information of commercial value to
19 any entity regardless of whether employees believe that the information discloses a violation of state
20 or federal statute, or a violation of or noncompliance with a local, state or federal rule or regulation.

21 125. On information and belief, DEFENDANT's conduct has been substantially the same at
22 all relevant times throughout the state of California.

23 126. Labor Code § 2699(a) permits an aggrieved employee to recover any civil penalty to be
24 assessed and collected by the LWDA for a violation of the Labor Code on behalf of himself or herself
25 and other current or former employees pursuant to the procedures set forth in Labor Code § 2699.3.

26 127. PLAINTIFF seeks to recover damages from DEFENDANTS for their violations as
27 alleged herein pursuant to Labor Code § 1102.5 on behalf of himself and on behalf of the
28 CALIFORNIA LABOR SUB-CLASS.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

5 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as
6 a class action pursuant to Cal. Code of Civ. Proc. § 382;

7 B) An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

9 C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld
10 from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,

11 D) Restitutionary disgorgement of DEFENDANTS's ill-gotten gains into a fluid fund for
12 restitution of the sums incidental to DEFENDANTS's violations due to PLAINTIFF and to the other
13 members of the CALIFORNIA CLASS.

14 E) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes
15 of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. §
16 382;

17 1. Compensatory damages, according to proof at trial, including compensatory
18 damages for unpaid minimum wages and overtime compensation, and for unreimbursed business-
19 related expenses due PLAINTIFF and the other members of the CALIFORNIA CLASS, during the
20 applicable CALIFORNIA CLASS PERIOD plus interest thereon at the statutory rate;

21 2. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
22 which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA
23 CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
24 thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

25 3. Meal and rest period compensation pursuant to California Labor Code Section
26 226.7, 512 and the applicable IWC Wage Order;

27 4. Damages pursuant to California Labor Code §1102.5;

28 5. Waiting time penalties pursuant to Labor Code Section 201, 202 and 203;

6. For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197; and;

2. On all claims:

A) An award of interest, including prejudgment interest at the legal rate;

B) Such other and further relief as the Court deems just and equitable; and,

C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

Dated: June 3, 2020

Respectfully Submitted,
ZAKAY LAW GROUP, APC

By: _____
Shani O. Zakay
Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on all issues triable to a jury.

Dated: June 3, 2020

Respectfully Submitted,
ZAKAY LAW GROUP, APC

By: _____
Shani O. Zakay
Attorneys for PLAINTIFF

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: *OneMain General Services Corp.*
c/o CT Corporation System
818 West Seventh St.
Ste. 930 Los Angeles CA 90017



9590 9402 4876 9032 4229 80

2. Article Number (Transfer from service label)

7019 2280 0002 0097 8746

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Antonia Williams

C. Date of Delivery

JUN 11 2020

D. Is delivery address different from item 1? ☒ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

1 Mail
 1 Mail Restricted Delivery
 300)

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



ZAKAY LAW GROUP

A PROFESSIONAL LAW CORPORATION

Client #28401

June 22, 2021

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

ONEMAIN GENERAL SERVICES CORPORATION

c/o Littler Mendelson, PC

Jody A. Landry, Esq.

Krystal Waever, Esq.

501 W. Broadway, Suite 900

San Diego, CA 92101

jlandry@littler.com

kweaver@littler.com

Case Name: *Rachel Latin v. OneMain General Services Corporation, et al.*

Case No.: Stanislaus Superior Court Case No. CV-20-002498

LWDA Case No.: LWDA-CM-792308-20

Re: Amended Notice of Violations of California Labor Code Sections 201, 202, 203, 204, 210, 226.7, 232, 246, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1197.5, 1198 1198.5 & 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff Rachel Latin ("Plaintiff"), and other aggrieved employees in a lawsuit against OneMain General Services Corporation ("Defendants").

Plaintiff's original claim was submitted to the LWDA on June 4, 2020, against Defendants. Plaintiff has since identified additional claims in addition to those previously alleged in her June 4, 2020, Notice. Plaintiff therefore amends her June 4, 2020 Notice to add additional claims for Defendants' illegal policy of requiring employees to refrain from disclosing the amount of his or her wages, and Defendant's failure to properly calculate the regular rate of pay for purposes of calculating and paying sick time.

Plaintiff was employed by Defendants in California between June 2016 and January 2020 as a non-exempt employee, entitled to payment of all wages and the legally required meal and rest breaks, as well as certain non-discretionary incentive payments. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Defendants also miscalculated Plaintiff's and other

aggrieved employees' regular rate for purposes of overtime and meal and rest break premiums. Defendants also failed to reimburse Plaintiff and other aggrieved employees for business-related expenses. Defendants also prohibited Plaintiff and other aggrieved employees from disclosing information regarding their wages. As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other aggrieved employees, in violation of California Labor Code section 226(a).. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226.7, **232, 246**, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, **1197.5**, 1198 1198.5 & 2802, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized flourish at the end.

Shani O. Zakay
Attorney for Rachel Latin

JEAN-CLAUDE LAPUYADE (SBN 248676)

JCL LAW FIRM, APC

3990 OLD TOWN AVENUE, SUITE C204

SAN DIEGO, CA 92110

TEL: (619) 599-8292

FAX: (619) 599-8291

JLAPUYADE@JCL-LAWFIRM.COM

SHANI O. ZAKAY (SBN 277924)

ZAKAY LAW GROUP, APLC

5850 OBERLIN DRIVE, SUITE 230A

SAN DIEGO, CA 92121

TEL: (619) 255-9047

FAX: (619) 404-9203

SHANI@ZAKAYLAW.COM

ATTORNEYS FOR PLAINTIFF

SUPERIOR COURT OF CALIFORNIA

COUNTY OF STANISLAUS

RACHEL LATIN, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

ONEMAIN GENERAL SERVICES
CORPORATION., a Delaware Corporation;
and DOES 1 through 50, Inclusive;

DEFENDANTS.

Case No. CV-20-002498

**THIRD AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR:**

1) VIOLATIONS OF THE PRIVATE
ATTORNEY GENERAL ACT PURSUANT
TO LABOR CODE SECTIONS 2698, et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff RACHEL LATIN (“PLAINTIFF”) on behalf of the people of the State of California and
2 as “aggrieved employees” acting as a private attorney general under the Labor Code Private Attorney
3 General Action of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information and belief, except for
4 her own acts and knowledge which are based on personal knowledge, the following:

5 **INTRODUCTION**

6 1. PLAINTIFF brings this action against ONEMAIN GENERAL SERVICES
7 CORPORATION (“DEFENDANT” or “DEFENDANTS”) seeking only to recover PAGA civil
8 penalties for herself, and on behalf of all current and former aggrieved employees that worked for
9 DEFENDANTS. PLAINTIFF does **not seek to recover anything other than penalties as permitted**
10 **by California Labor Code § 2699.** To the extent that statutory violations are mentioned for wage
11 violations, PLAINTIFF does not seek underlying general and/or special damages for those violations
12 in this action, but simply the civil penalties permitted by California Labor Code § 2699.
13 Notwithstanding, PLAINTIFF is not abandoning her right to pursue her individual claims for, *inter*
14 *alia*, Defendant’s alleged wage violations, and/or general or special damages arising from those
15 violations, and she fully intends to, at a future date, pursue claims for those individual claims and
16 damages.

17 2. California has enacted the PAGA to permit an individual to bring an action on behalf of
18 herself and on behalf of others for PAGA penalties *only*, which is the precise and sole nature of this
19 action.

20 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANTS’
21 violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any other
22 relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be construed as
23 attempting to obtain any relief that would not be available in a PAGA-only action.

24 **THE PARTIES**

25 4. Defendant ONEMAIN GENERAL SERVICES CORPORATION (“DEFENDANT”) is a
26 Delaware Corporation that at all relevant times mentioned herein conducted and continues to conduct
27
28

1 substantial business in the state of California, county of Stanislaus, City of Modesto, offers financial
2 services throughout the United States, including California.

3 5. The true names and capacities, whether individual, corporate, subsidiary, partnership,
4 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
5 PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc.
6 Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
7 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
8 believes, and based upon that information and belief allege, that the Defendants named in this
9 Complaint, including DOES 1 through 50, inclusive (hereinafter collectively "DEFENDANTS"), are
10 responsible in some manner for one or more of the events and happenings that proximately caused the
11 injuries and damages hereinafter alleged.

12 6. The agents, servants and/or employees of the DEFENDANTS and each of them acting on
13 behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent,
14 servant and/or employee of the DEFENDANT, and personally participated in the conduct alleged
15 herein on behalf of the DEFENDANT with respect to the conduct alleged herein. Consequently, the
16 acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are
17 jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a
18 proximate result of the conduct of the DEFENDANTS' agents, servants and/or employees.

19 7. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
20 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or caused
21 to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
22 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to
23 civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

24 8. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
25 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
26 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee
27 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties
28 for each underpaid employee.

1 9. PLAINTIFF was employed by DEFENDANTS at its Modesto branch, as a non-exempt
2 loan officer/specialist, paid on an hourly basis, entitled to certain non-discretionary incentive
3 compensation, bonuses, overtime pay and legally compliant meal and rest periods from June 2016 until
4 January 2020.

5 10. PLAINTIFF, and such persons that may be added from time to time who satisfy the
6 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring
7 this Representative Action on behalf of the State of California with respect to herself and all individuals
8 who are or previously were employed by DEFENDANT as non-exempt employees in California (the
9 "AGGRIEVED EMPLOYEES") during the time period of April 6, 2019 until the present (the "PAGA
10 PERIOD").

11 11. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently or
12 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action
13 pursuant to Labor Code § 2699, *et seq.* seeking penalties for DEFENDANT'S violation of California
14 Labor Code §§ 201, 202, 203, 204, 210, 226.7, 232, 246, 510, 512, 558, 1102.5, 1194, 1197, 1197.1,
15 1197.5, 1198 1198.5 & 2802, and the applicable Wage Order. Based upon the foregoing, PLAINTIFF
16 and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code §
17 2699, *et seq.*

18 12. The true names and capacities, whether individual, corporate, subsidiary, partnership,
19 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
20 PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc.
21 Code § 474. PLAINTIFF will seek leave to amend this Second Amended Complaint to allege the true
22 names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is
23 informed and believes, and based upon that information and belief alleges, that the Defendants named
24 in this Second Amended Complaint, including DOES 1 through 50, inclusive, are responsible in some
25 manner for one or more of the events and happenings that proximately caused the injuries and damages
26 hereinafter alleged.

27 13. The agents, servants and/or employees of the Defendants and each of them acting on
28 behalf of the Defendants acted within the course and scope of his, her or its authority as the agent,

1 servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on
2 behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each
3 Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally
4 liable to PLAINTIFF and the other AGGRIEVED EMPLOYEES, for the loss sustained as a proximate
5 result of the conduct of the Defendants' agents, servants and/or employees.

6 **JURISDICTION AND VENUE**

7 14. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure, Section 410.10.

9 15. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
10 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times maintained
11 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
12 committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

13 **THE CONDUCT**

14 16. In violation of the applicable sections of the California Labor Code and the requirements
15 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
16 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally
17 complaint meal and rest period, failed to accurately compensate PLAINTIFF and the other
18 AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFF and the other
19 AGGRIEVED EMPLOYEES for all time worked, and failed to issue to PLAINTIFF and the
20 AGGRIEVED EMPLOYEES with accurate itemized wage statements showing, among other things,
21 all applicable hourly rates in effect during the pay periods and the corresponding amount of time
22 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
23 purposefully avoid the accurate and full payment for all time worked as required by California law
24 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
25 comply with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED
26 EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

1 **A. Meal Period Violations**

2 17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
3 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning the
4 time during which an employee is subject to the control of an employer, including all the time the
5 employee is suffered or permitted to work. From time-to-time during the PAGA PERIOD, as a result
6 of their overburdened work requirements, inadequate staffing and not being relived of cordless
7 communication devices during their shifts, DEFENDANTS required PLAINTIFF and AGGRIEVED
8 EMPLOYEES to work without paying them for all the time they were under DEFENDANTS' control.
9 Specifically, DEFENDANTS required PLAINTIFF to work while clocked out during what was
10 supposed to be PLAINTIFF's off-duty meal break. DEFENDANT required PLAINTIFF and
11 AGGRIEVED EMPLOYEES to be available on their cell phones throughout their works shifts and to
12 remain at the ready to respond to work related issues and tasks communicated through the phone.
13 DEFENDANT did not have a policy or practice to relieve PLAINTIFF and the AGGRIEVED
14 EMPLOYEES of their phones during what was supposed to be an off-duty meal period. PLAINTIFF
15 was from time to time interrupted by work assignments while clocked out for what should have been
16 PLAINTIFF's off-duty meal break. As a result, the PLAINTIFF and other AGGRIEVED
17 EMPLOYEES forfeited minimum wage and overtime wages by regularly working without their time
18 being accurately recorded and without compensation at the applicable minimum wage and overtime
19 rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other AGGRIEVED
20 EMPLOYEES for all time worked is evidenced by DEFENDANTS' business records.

21 18. From time-to-time during the PAGA PERIOD, as a result of their rigorous work
22 schedules, inadequate staffing and not being relieved of cordless communication devices, PLAINTIFF
23 and other AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
24 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
25 AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by
26 DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break.
27 Further, DEFENDANTS from time to time failed to provide PLAINTIFF and AGGRIEVED
28 EMPLOYEES with a second off-duty meal period for some workdays in which these employees were

1 required by DEFENDANTS to work ten (10) hours of work from time to time. The nature of the work
2 performed by the PLAINTIFF and the members of the CALIFORNIA CLASS does not qualify for
3 limited and narrowly construed “on-duty” meal period exception. PLAINTIFF and other
4 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation and in
5 accordance with DEFENDANTS’ strict corporate policy and practice.

6 **B. Rest Period Violations**

7 19. Pursuant to the Industrial Welfare Commission Wage Orders and the California Labor
8 Codes, an employer shall authorize and permit all employees to take a rest period, which so far as
9 practical shall be in the middle of each work period. Generally, an employer must provide ten (10)
10 minutes of paid rest for every four hours or major fraction thereof. If an employer fails to provide an
11 employee a rest period, the employer shall pay the employee one (1) hour of pay at the employee’s
12 regular rate of compensation for each workday that the rest period is not provided.

13 20. From time-to-time during the PAGA PERIOD, as a result of their overburdened work
14 requirements, inadequate staffing and not being relieved of cordless communication devices during their
15 shifts, PLAINTIFF and other AGGRIEVED EMPLOYEES were also required from time to time to
16 work in excess of four (4) hours without being provided duty-free ten (10) minute rest periods. Further,
17 these employees were denied their first duty-free rest periods of at least ten (10) minutes for some shifts
18 worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least
19 ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and
20 a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
21 or more from time to time. DEFENDANT required PLAINTIFF and AGGRIEVED EMPLOYEES
22 to carry cordless communication devices and to remain at the ready to respond to work related issues
23 and tasks communicated through the cordless communication device throughout their work shifts.
24 DEFENDANT did not have a policy or practice to relieve PLAINTIFF and the AGGRIEVED
25 EMPLOYEES of their communication device during what was supposed to be an off-duty rest period.
26 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages in
27 lieu thereof.
28

1 **C. Overtime Regular Rate Violation**

2 21. From time-to-time during the PAGA PERIOD, DEFENDANTS failed and continue to fail
3 to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for their
4 overtime hours worked. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited
5 wages due them for working overtime without compensation at the correct overtime rates.
6 DEFENDANTS' uniform policy and practice to not pay the AGGRIEVED EMPLOYEES the correct
7 overtime rate for all overtime worked in accordance with applicable law is evidenced by
8 DEFENDANTS' business records.

9 22. State law provides that employees must be paid overtime at one-and-one-half times their
10 "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES were compensated at an
11 hourly rate plus flat-sum incentive pay that was tied to specific elements of an employee's performance.

12 23. The second component of PLAINTIFF'S and other AGGRIEVED EMPLOYEES'
13 compensation was DEFENDANTS' flat-sum non-discretionary incentive program that paid
14 PLAINTIFF and other AGGRIEVED EMPLOYEES flat-sum incentive wages based on their
15 performance for DEFENDANTS. The flat-sum non-discretionary bonus program provided all
16 employees paid on an hourly basis with flat-sum bonus compensation when the employees met the
17 various performance goals set by DEFENDANTS. These flat-sum incentive payments are identified
18 as "INS COMM" and "Group Term Life" in the wage statements issued by DEFENDANTS to
19 PLAINTIFF and the other CALIFORNIA CLASS members.

20 24. However, from-time-to-time, when calculating the regular rate of pay, in those pay periods
21 where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime and earned this flat-sum
22 non-discretionary bonus, DEFENDANTS failed to accurately include the flat-sum non-discretionary
23 bonus compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
24 rather than just all non-overtime hours worked. Management and supervisors described the
25 incentive/bonus program to potential and new employees as part of the compensation package. As a
26 matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS
27 members must be included in the "regular rate of pay." The failure to do so has resulted in a systematic
28

1 underpayment of overtime compensation to PLAINTIFF and other AGGRIEVED EMPLOYEES by
2 DEFENDANTS.

3 25. In violation of the applicable sections of the California Labor Code and the requirements
4 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
5 policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the
6 other AGGRIEVED EMPLOYEES at the correct rate of pay for all overtime worked. This uniform
7 policy and practice of DEFENDANTS is intended to purposefully avoid the payment of the correct
8 overtime compensation as required by California law which allowed DEFENDANTS to illegally profit
9 and gain an unfair advantage over competitors who complied with the law. To the extent equitable
10 tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA
11 PERIOD should be adjusted accordingly.

12 **D. Meal Period Premium Violations**

13 26. From time-to-time during the PAGA PERIOD, DEFENDANTS failed and continue to fail
14 to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES their missed
15 meal and rest period premiums. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES
16 forfeited wages due them for their missed meal and rest periods without compensation at the correct
17 missed meal and rest period rates. DEFENDANTS' uniform policy and practice to not pay the
18 AGGRIEVED EMPLOYEES the correct rate for all missed meal and rest period premium payment in
19 accordance with applicable law is evidenced by DEFENDANTS' business records.

20 27. State law provides that employees must be paid premium hour of pay at the employee's
21 "regular rate of compensation" for each workday that the meal or rest period is not provided.
22 PLAINTIFF and other AGGRIEVED EMPLOYEES were compensated at an hourly rate plus a non-
23 discretionary incentive pay that was tied to specific elements of an employee's performance. These
24 non-discretionary incentive payments are identified as "INS COMM" and "Group Term Life" in the
25 wage statements issued by DEFENDANTS to PLAINTIFF and the other AGGRIEVED
26 EMPLOYEES.

27 28. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
28 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and

1 other AGGRIEVED EMPLOYEES incentive wages based on their performance for DEFENDANTS.
2 The non-discretionary incentive program provided all employees paid on an hourly basis with incentive
3 compensation when the employees met the various performance goals set by DEFENDANTS.
4 However, when calculating the regular rate of pay in order to pay missed rest and meal period premiums
5 to PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANTS failed to include the incentive
6 compensation as part of the employees' "regular rate of compensation" for purposes of calculating
7 missed rest and meal period premiums. Management and supervisors described the incentive program
8 to potential and new employees as part of the compensation package. As a matter of law, the incentive
9 compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be included in
10 the "regular rate of compensation." The failure to do so has resulted in a systematic underpayment of
11 premium pay for missed meal and rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES
12 by DEFENDANTS.

13 29. In violation of the applicable sections of the California Labor Code and the requirements
14 of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
15 policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the
16 other AGGRIEVED EMPLOYEES at the correct rate of pay for all missed meal and rest period
17 premiums. This uniform policy and practice of DEFENDANTS is intended to purposefully avoid the
18 payment of the correct missed meal and rest period premium compensation as required by California
19 law which allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors
20 who complied with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED
21 EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

22 **E. Reporting Time Violations**

23 Frequently, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to come into
24 work on the weekends and engage in work for shifts lasting less than half of their usual scheduled day's
25 work. In such a circumstance of reporting for work, DEFENDANTS failed to pay these employees
26 reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision 5(A) states: "Each workday
27 an employee is required to report for work and does report, but is not put to work or is furnished less than
28 half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or

1 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the
2 employee's regular rate of pay, which shall not be less than the minimum wage.." Cal. Code Regs., tit. 8
3 § 11040, subd. 5(A).

4 **F. Labor Code Section 2802 Violations**

5 30. DEFENDANTS as a matter of corporate policy, practice and procedure, intentionally,
6 knowingly and systematically failed to reimburse and indemnify the PLAINTIFF and the other
7 AGGRIEVED EMPLOYEES for required business expenses incurred by the PLAINTIFF and other
8 AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of
9 DEFENDANTS. Under California Labor Code Section 2802, employers are required to indemnify
10 employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code §
11 2802 expressly states that "an employer shall indemnify his or her employee for all necessary
12 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
13 duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the
14 employee, at the time of obeying the directions, believed them to be unlawful."

15 31. In the course of their employment, PLAINTIFF and other AGGRIEVED EMPLOYEES
16 as a business expense, were required by DEFENDANTS to use their own personal cellular phones as
17 a result of and in furtherance of their job duties as employees for DEFENDANTS but were not
18 reimbursed or indemnified by DEFENDANTS for the cost associated with the use of their personal
19 cellular phones for DEFENDANTS' benefit. Specifically, PLAINTIFF and other AGGRIEVED
20 EMPLOYEES were required by DEFENDANTS to use their personal cell phones to for work related
21 issues. As a result, in the course of their employment with DEFENDANTS the PLAINTIFF and other
22 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but were not
23 limited to, costs related to the use of their personal cellular phones all on behalf of and for the benefit
24 of DEFENDANTS.

25
26
27 ///

28 **G. Wage Statement Violations**

1 32. California Labor Code Section 226 requires an employer to furnish its employees an
2 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
3 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
4 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
5 employee and only the last four digits of the employee's social security number or an employee
6 identification number other than a social security number, (8) the name and address of the legal entity
7 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee.

9 33. From time to time during the PAGA PERIOD, when PLAINTIFF and other
10 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurate missed meal and
11 rest period premiums, or were paid overtime in the same pay period where they earned a non-
12 discretionary incentive award, DEFENDANTS also failed to provide PLAINTIFF and the other
13 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show,
14 among other things, all applicable hourly rates in effect during the pay period and the corresponding
15 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal
16 and rest periods.

17 34. Additionally, from time-to-time during the PAGA PERIOD, DEFENDANTS issued
18 PLAINTIFF and AGGRIEVED EMPLOYEES inaccurate wage statements that failed to show, among
19 other things, all applicable hourly rates in effect during the pay period and the corresponding amount
20 of time worked at each hourly rate and correct rates of pay. For instance, for the pay period between
21 June 3, 2019 and June 16, 2019, PLAINTIFF received renumeration from DEFENDANTS described
22 as "Retro Pay" in the gross amount of \$21.46. DEFENDANTS violated California Labor Code Section
23 226 by failing to list the applicable hourly rate and the corresponding number of hours worked at the
24 applicable hourly rate for this line item of renumeration described as "Retro Pay". PLAINTIFF, and
25 all those similarly situated AGGRIEVED EMPLOYEES, suffered damage as a result of
26 DEFENDANTS' aforementioned violation because he could not promptly and easily determine from
27 the wage statement alone the applicable hourly rate and the corresponding number of hours worked at
28 the applicable hourly rate for this line item of renumeration described as "Retro Active".

As a result, DEFENDANTS issued PLAINTIFF and the other AGGRIEVED EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional payroll error due to clerical or inadvertent mistake.

H. Unlawful Restrictions on Disclosure

35. DEFENDANTS also adopted and enforced a policy and practice of compelling employees to agree to a confidentiality agreement containing an unlawful non-disclosure provision as a condition of their employment. The agreement bars PLAINTIFF and other AGGRIEVED EMPLOYEES, from divulging certain confidential information, directly or indirectly, without DEFENDANTS' consent, except in the course of performance of authorized job duties performed for DEFENDANTS and only as necessary to perform those job duties. The confidential information is defined to include "salary and other information about employees."

36. By requiring PLAINTIFF and other AGGRIEVED EMPLOYEES to accept the CNDA as a condition of employment, DEFENDANTS violated numerous California Labor Code provisions protecting workers' rights to disclose certain information, including but not limited to their wage information. The agreement acts as a continuing prohibition on the disclosure of information from the date it is entered into and continues in perpetuity according to the agreement.

I. Miscalculated Sick Time

37. California Labor Code Section 246 mandates that paid sick time for non-employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. DEFENDANT'S conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of Cal. Lab. Code § 246.

38. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES at the correct rate of pay for all sick pay compensation. This

1 uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment of the
2 correct overtime and/or sick pay compensation as required by California law which allowed
3 DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied with the
4 law.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

7 **[Cal. Lab. Code §§ 2698 et seq.]**

8 **(Alleged by PLAINTIFF against all Defendants)**

9 39. PLAINTIFF realleges and incorporate by this reference, as though fully set forth herein,
10 the prior paragraphs of this Second Amended Complaint.

11 40. PAGA is a mechanism by which the State of California itself can enforce state labor laws
12 through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law
13 enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
14 enforcement action designed to protect the public and not to benefit private parties. The purpose of
15 the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as
16 private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature
17 specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys
18 general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly,
19 PAGA claims cannot be subject to arbitration.

20 41. PLAINTIFF, and such persons that may be added from time to time who satisfy the
21 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring
22 this Representative Action on behalf of the State of California with respect to herself and all individuals
23 who are or previously were employed by DEFENDANT as non-exempt employees in California during
24 the time period of April 6, 2019 until the present (the "AGGRIEVED EMPLOYEES").

25 42. On June 4, 2020, PLAINTIFF gave written notice by certified mail to the Labor and
26 Workforce Development Agency (the "Agency") and the employer of the specific provisions of
27 this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached
28 hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF to add

1 these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF
2 may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of
3 the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

4 43. The policies, acts and practices heretofore described were and are an unlawful business
5 act or practice because Defendant (a) failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES
6 minimum wages and overtime wages, (b) failed to provide PLAINTIFFS and other AGGRIEVED
7 EMPLOYEES legally required meal and rest breaks, (c) failed to provide accurate itemized wage
8 statements, (d) unlawfully restricted disclosures, and (e) failed to timely pay wages, all in violation of
9 the applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor
10 Code §§ 201, 202, 203, 204, 210, 226.7, 232, 246, 510, 512, 558, 1102.5, 1194, 1197, 1197.1, 1197.5,
11 1198 1198.5 & 2802, and the applicable Industrial Wage Order(s), and thereby gives rise to statutory
12 penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed
13 by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California
14 for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

15 44. Some or all of the conduct and violations alleged herein occurred during the PAGA
16 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF
17 during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected other
18 AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519; See
19 also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 [“PAGA allows an
20 “aggrieved employee”—a person affected by **at least one** Labor Code violation committed by an
21 employer—to pursue penalties for all the Labor Code violations committed by that employer.”],
22 Emphasis added, reh'g denied (June 13, 2018).)

23
24
25 ///

26 **PRAYER FOR RELIEF**

27 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and
28 severally, as follows:

1. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:
- Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and
 - An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

Dated: June 22, 2021

Respectfully Submitted,
JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on all issues triable to a jury.

Dated: June 22, 2021

Respectfully Submitted,
JCL LAW FIRM, APC

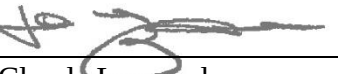
By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFF

EXHIBIT 6

WARNING Do not accept this document unless you can see a front watermark and visible lines from both sides

Zakay Law Group, APLC

3990 Old Town Ave, Ste C204
San Diego, CA 92110

001106

Date

6/4/2020

16 3776/1220
830

PAY
TO THE
ORDER OF

LWDA

\$ 75⁰⁰

Seventy Five ⁰⁰/₁₀₀

DOLLARS

 First Citizens Bank

FOR

20401 Filing Fee (Latin)



Security Features
provided. Details on back.

⑈001106⑈ ⑆122037760⑆001064446292⑈

EXHIBIT 7

Tesla Stone

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, September 16, 2020 4:51 PM
To: Tesla Stone
Subject: Thank you for your Court Complaint Submission

09/16/2020 04:50:35 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 8